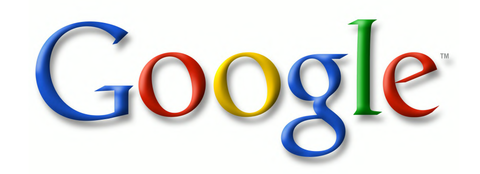
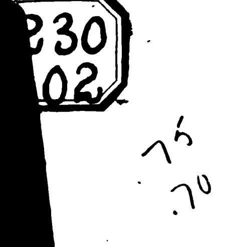
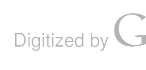




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International Maritime Committee

PARIS CONFERENCE

1900

ON

I. — Shipowner's Liability.

II. — Salvage.



ANTWERP

J.-E. Buschmann, Rynpoortvest

—

1901

Communications to be addressed : LOUIS FRANCK, Esq.
Advocate, *Hon. Secr.*, International Maritime Committee
rue des Escrimeurs, 28, Antwerp.

INTERNATIONAL MARITIME COMMITTEE

PARIS CONFERENCE 1900

SUMMARY :

		PAGE
	Preface	1
I°	Resolutions voted by the Paris Conference	5
II°	International Maritime Committee	8
III°	Officers and Members of the Conference	12
IV°	Agenda	21
V°	Summary of the Preliminary Reports of the National Associations upon the Questions before the Conference	23
VI°	Report of the Conference :	
	Opening assembly, October 1st 1900	37
	SHIPOWNER'S LIABILITY	43
	Assembly of October, 2nd 1900	59
	SALVAGE AND OBLIGATION TO AFFORD ASSISTANCE. — MORNING SESSION	59
	AFTERNOON SESSION	71
	Assembly of Wednesday October 3rd 1900	89
	SALVAGE AND OBLIGATION TO AFFORD ASSISTANCE. — MORNING SESSION	89
	AFTERNOON SESSION	95
	Administrative Session of October 1st 1900	109
	Reception by the President of the Republique	111
	Banquet	111

ERRATUM.

Page 14. Instead of Th. R. Miller *read* H. R. Miller.

PREFACE

We hereby beg to present the Report on the Conference held, in October 1900 at Paris, by the International Maritime Committee under the presidency of Monsieur Chas. Lyon-Caen, Professor of Maritime Law at the Universiy of Paris ; — Lord Alverstone, Lord Chief Justice of England, Dr. F. Sieveking, President of the High Hanseatic Court, Dr. Robert D. Benedict, Chairman of the United States Maritime Law Association, acting, amongst others, as Vice-Presidents.

The resolutions arrived at will be found at the beginning of the report.

On the matter of shipowners' liability the resolutions confirm the compromise which was adopted at the London Conference of 1899, on the motion of Messrs. Mac Arthur and Gray Hill, and which leaves the shipowner free to discharge his liability either by abandoning ship and freight, as under the Continental and American rule, or by paying a sum of money calculated upon the tonnage of the ship, as under the English law.

Whatever may be the difficulties in the way of a reform of this importance, the International Maritime Committee feels sure that in the long run the injustice and inequality of the existing state of things, to which the British merchant marine must submit, will be understood and remedied.

On the matter of salvage a series of resolutions embodying, to a large extent, the British and Americain laws have been carried, with a practical unanimity, in nearly all cases.

The Committee is fully aware of the difficulty of the work undertaken and of the delay which seems, in these days, unavoidable as regards all efforts towards legislation and especially when international concurrence is required. However, no less than eleven permanent associations and committees have now been formed in the various countries, grouping the leading men interested in maritime law and the shipping trade, in order to promote the work, and, at Paris, nine Governments sent their representatives to the Conference although these delegates were not allowed to take part in the debates.

Confining its labour to few and well defined matters, the Committee hopes to merit the support of all practical men and aims at forming, amongst all maritime nations, a uniform view as to the reforms which, by common consent, ought to be applied to the maritime law of the world. It is only when such uniformity of opinion exists, however, and after that existence has been proved, that the time will be ripe for an international treaty or for uniform legislation.

The Committee expects that this may soon be the case with regard to the law of collisions — apart from the question of limitation of liability — and the law of salvage. Both these matters, thoroughly discussed in Antwerp (1898), London (1899) and lately in Paris, led to nearly unanimous resolutions and as a consequence a Sub-Committee has been appointed in

Paris, on the proposition of Lord ALVERSTONE, to prepare a draft of treaty or international law on these subjects in accordance with the resolutions carried at the above meetings. This Sub-Committee, composed as hereafter mentioned, will report at the next conference in Hamburg, 1902, and then the Committee will approach the Governments on these matters. However lengthy this method may be it is, we believe, the only pratical one.

The members of the Paris Conference will keep in most grateful remembrance the cordial reception given to them by the President of the French Republic, the Minister of Commerce, the French Association of Maritime Law, and various others, amongst whom are Professor LYON-CAEN and Monsieur AUTRAN to whom special thanks are due.

LOUIS FRANCK
Hon. Secretary.

I

Resolutions voted by the Paris Conference

OCTOBER 1900

I. Shipowners liability

The resolution adopted by the London Conference (1) on the matter of Limitation of Shipowners' liability applies to :

1° Damage done to dykes, quays and similar fixed objects.

2° Contracts passed by the Shipowner, provided their execution forms part of the captain's ordinary functions, whether the breach of such contracts is due to a member of the crew or to any other agent, the personal fault of the owner always excepted.

3° There should be no limitation of liability for wages of officers and crew.

---

(1) This resolution reads as follows :

This Conference recommends for universal legislative adoption the following rule: in cases of loss of or damage to property arising from improper navigation, whether such property be afloat or ashore, the shipowner shall be permitted at his option to discharge his liability either by abandoning ship and freight, or by paying a sum of money calculated upon the tonnage of the ship.

This resolution has no reference to claims for loss of life or personal injury.

II. Salvage and Obligation to afford assistance

A. *Salvage.*

1). Salvage should be regulated in a uniform way by the legislation of the different countries.

2). There is no need to make a legislative distinction between salvage and assistance, (services in the nature of salvage).

3). No remuneration is due if the service remains without any practical result.

4). The tug has a right to remuneration for salvage of the ship towed, under the following conditions only :

1° if in no way whatever she has contributed by negligence to put the ship in peril ;

2° if she has rendered exceptional services which can in no way be considered as the fulfilment of her contract of towage.

5) The pilot and crew have no right to a salvage award, even for extraordinary efforts and work, as long as they remain within the limits of their contract of engagement.

6) Salvage is due when the assistance is lent by a ship belonging to the same owner as the assisted vessel.

7) Those who have taken part in salvage operations notwithstanding the captain's defence, are barred from all right to a remuneration.

8) Salvage awards should be fixed considering first the efforts, the merit and the success of those who have lent their assistance, secondly the dangers incurred by the vessel, thirdly the value of the salved objects, costs deducted.

In no case whatever must the judge be allowed or obliged to grant a specified quantity of the salved objects or of their value.

9) The salvage award is due by the shipowner on behalf

of ship and freight; by the owner of the cargo on behalf of goods.

Persons saved owe no indemnity, but the salvors of life have a right to participate in the remuneration allowed for the salvage of property.

10) The award is to be apportioned by the Court between the owners, the captain and the crew of the assisting vessel.

11) All contracts made in time of peril by those exposed thereto, with a view of fixing the salvage award can be modified in their effects by the judge.

B. *Obligation to afford assistance.*

1° Colliding ships should be legally obliged to stand by and assist one another, circumstances permitting.

2° There is no need to create a similar legal obligation for other cases than collision.

3° Obligation to afford assistance in case of collision must not be sanctioned by a presumption of fault as to the responsibility of the collision; penal law must fix the penalties applicable to the infringing parties, but the shipowner must not be held responsible for these infringements of captain and crew.

* * *

A sub-committee, composed of Lord Alverstone, Messrs J. C. Autran, Louis Franck, Ch. Le Jeune, Professor Lyon Caen, Mr Justice Philimore, Dr F. Sieveking, Dr A. Sieveking and Dr Stubbs, is requested to prepare a project of code or international treaty on the law of collision and salvage in accordance with the decisions of the Antwerp, London and Paris conferences.

II.

International Maritime Committee

The Executive Council :

President : M. A. BEERNAERT, Minister of State, Brussels.

Vice-President : M. CHARLES LE JEUNE, vice-Chairman of the « Association Belge pour l'Unification du Droit Maritime » Antwerp.

Gen. Secretary : M. LOUIS FRANCK, advocate, Antwerp.

Members : MM. CH^s MAC ARTHUR M. P. late Chairman of the Liverpool Chamber of Commerce.

F. C. AUTRAN, Advocate, Editor of the « Revue Internationale de Droit Maritime » of Marseilles; General Secretary of the « Association du Droit Maritime » of France, Marseilles.

DE GUNTHER, Chairman of the Swedish Association of Maritime Law of Stockholm.

A. HINDENBURG, Advocate at the Supreme Court, Chairman of the Danish Association of Maritime Law, Copenhagen.

DR. G. MARTINOLICH, Advocate, Secretary of the Austrian Association of Maritime law, Trieste.

DR. OSCAR PLATOU, Professor of Maritime law at the University of Christiania, Chairman of the Norwegian Committee of Maritime Law.

MM. HARRINGTON PUTNAM, Counsellor at law, Member of the Council of the United-States Maritime Law Association, New-York.

E. N. RAHUSEN, Senator and Avocate, Chairman of the Dutch Committee of Maritime law, Amsterdam.

Dr F. SIEVEKING, President of the Hanseatic Court of Appeal, President of the « Deutscher Verein für Internationales Seerecht », Hamburg.

SENIGALLIA, Advocate, Secretary of the Italian Maritime Law Association, Naples.

Members :

M.M. LORD ALVERSTONE, Lord Chief Justice of England, Chairman of the English Maritime Law Committee, London.

Baron ARICHI, Vice-Amiral, Tokio.

T. M. C. ASSER, member of the Council of State of Holland, The Hague.

DE BERENCKREUTZ, Chamberlain of H. M. the King of Sweden and Norway, Consul general of Sweden and Norway, Copenhagen.

THOMAS DE BIRO, Councillor at the Department of Commerce, Buda-Pesth.

J. BOISSEVAIN, Manager of the Steam Navigation Company « Neerland », Amsterdam.

PAUL BOSELLI, Deputy, late Minister, Rome.

ADDISON BROWN, Judge of the United States District Court, New-York.

G. C. BRUZZO, General Manager of the Steam Navigation Company « LA VELOCE » of Genoa.

M. M. T. G. Carver, K. C. London.

G. Cerruti, President of the Italian « Veritas », underwriter, Genoa.

Dr Christophersen, Consul General of Sweden and Norway, Chairman of the Norwegian Committee for the Security of Navigation, Antwerp.

Edouard Clunet, Advocate, Paris.

De Valroger, ex-President of the Order of Advocates at the Court of Cassation of France, Paris.

Frederic Dodge, Counsellor-at-law, Boston U.S.A.

Arthur Duncker, Chairman of the Maritime Underwriters' Committee, Hamburg.

Sir John Glover, late Chairman of the Chamber of Shipping, Chairman of the Committee of Lloyd's Register, London.

William W. Goodrich, Judge of the Supreme Court, New-York.

Paul Govare. Advocate, Paris.

Harald Hansen, ex-Senator, merchant Copenhagen.

Gray Hill, Secretary of the Liverpool Steamship Owners' Association, Liverpool.

Col. Hozier, Secretary of Lloyds, London.

Kondo, Chairman of the Nippon Yushen Kaisha, Tokio.

Koto, Vice-Chairman of the Nippon Yushen Kaisha, Tokio.

Vincenzo Lebano, Advocate, Naples.

B. C. J. Loder, Advocate, Rotterdam.

Ch. Lyon-Caen, Professor of the law Faculty of Paris, member of the Institute of France, Paris.

M. Marghieri, Professor of the University and President of the Italian Association of Maritime law, Naples.

M. M. F. de Martens, Professor of the University of Saint-Petersburg.

N. Matsunami, Professor of Maritime law, Tokio.

Thos R. Miller, Manager of the United Kingdom Mutual Steamship Assurance Association, London.

G. Mingotti, President of the Committee of Underwriters Genoa.

J. Stanley Mitcalfe, Consulting Secretary of the North of England Steamship Owners' Association, Newcastle o/T.

O. Marais, Chairman of the Association française de Droit Maritime, Rouen.

Douglas Owen, ex-Chairman of the Association of Average Adjusters of Great Britain, Secretary of the Alliance Maritime Insurance Co. London.

Edmond Picard, Batonnier of the Order of Advocate at the Court of Cassation of Belgium, Senator, Professor at the Institute of «Hautes Etudes» Brussels.

Sir Walter Phillimore, Justice of the High Courts, London.

A. Plate, Member of the Dutch Parliament, shipowner, Rotterdam.

A. Poulsson, Underwriter, Christiania.

Sartori, Shipowner, Chairman of the Deutscher Nauticher Verein, Kiel.

Germain Spee, Advocate, Antwerp.

C. Stubbs, L. L. D. Barrister-at-law, London.

Baron de Taube, Councillor at the department of Foreign Affairs, St. Petersburg.

R. Ulrich, General Secretary of the «Internationaler Transportversicherungs Verband» and of the «German Lloyd», Berlin.

M.M. R. VERNEAUX, legal advisor to the « Messageries Maritimes », Paris.

JULES VRANCKEN, Advocate, Antwerp.

NATHAN WEBB, Judge of the Unites States District Court of Portland, Maine.

JOHN WESTLAKE K. C., Professor of International law at Cambridge, London.

W. WIEGANDT, Manager of the « Norddeutscher Lloyd », Bremen.

AD. WOERMANN, President of the Chamber of Commerce, Shipowner, Hamburg.

Officers and Members of the Conference

Officers :

Honorary Presidents : The Minister of Foreign Affaires of the French Republic ;
The Minister of Justice ;
The Minister of Marine ;
The Minister of Commerce and Industry ;

President : M. LYON-CAEN, Professor of the University of Paris, (France) ;

Vice-Presidents : Lord ALVERSTONE, (England) ;
Dr. ROBERT, D. BENEDICT, (United-States) ;
Dr. SIEVEKING, (Germany) ;
M. PROSPERO ASCOLI, (Italy) ;
Dr. CHRISTOPHERSEN, (Norway) ;
E. DE GUNTHER, (Sweden).
M. LE JEUNE, (Belgium) ;
M. A. HINDENBURG, (Denmark) ;
M. E. N. RAHUSEN, (Holland) ;
Prof. MATZUNAMI, (Japan) ;

General Secretaries : MM. F. C. AUTRAN, (Marseilles) ;
LOUIS FRANCK, (Antwerp) ;

Assistant general Secretaries : MM. P. GOVAERE, (Paris) ;
G. POPLIMONT, (Antwerp) ;
Dr. A. SIEVEKING, (Hamburg) ;
R. VERNEAUX, (Paris).

Members :

GERMANY

Dr. F. Sieveking, 1rst President of the Hanseatic Court of Appeal, Hamburg.

M. Martin, Pres. of the Hanseatic Court of Appeal, Hamburg ;

Dr. Nebelthau, Senator, Bremen.

M. H. Dahlström, Manager of the *Nordischer Bergungs-Verein*, Hamburg.

Dr. Alfred Sieveking, Secretary of the German Maritime Law Association, Hamburg.

ENGLAND

Lord Alverstone, Lord Chief Justice, Chairman of the *Maritime Law Committee* of the International Law Association, London.

Sir John Glover, ex-President and Delegate of the *Chamber of Shipping* of the United Kingdom, Chairman of the Committee of *Lloyds Register*, London.

MM. Henley Byas, Delegate of the Committee of *Lloyds*, London.

Thos. V. S. Angier, Shipowner, London.

Col. Hozier, Secretary of the Committee of *Lloyds*, London.

Reginald Marsden, Barrister at Law, London.

T. C. Macintyre, Shipowner, London.

Th. R. Miller, Manager of *the United Kingdom Mutual Steamship Assurance Association,* London.

Douglas Owen, ex-Chairman of the Association of Average adjusters of Great Britain, Secretary of the *Alliance Marine Assurance Company*, London.

M. SERENA, of Messrs. Galbraith Pembroke & C°, shipowners and brokers, London.

BELGIUM

MM. A. BEERNAERT, Ex-President of the Chamber of Representatives, Minister of State, President of the Belgian Association for the Unification of Maritime Law, Brussels.

DE SADELEER, President of the Chamber of Representatives, Brussels.

CHARLES LE JEUNE, vice-President of the Belgian Association, Antwerp.

CH. BAUSS, Advocate, Antwerp.

J. L, DEKKERS, Shipbroker and owner, Antwerp.

LOUIS FRANCK, Advocate, Antwerp.

ALB. MAETERLINCK, Advocate, Antwerp.

EDM. PICARD, Batonnier of the Order of Advocates of the Court of Cassation of Belgium, Senator, Professor of the Institute of « Hautes Études », Brussels.

G. POPLIMONT, Advocate, Antwerp.

GERMAIN SPÉE, Advocate, ex- « Greffier en Chef » of the Tribunal of Commerce, Antwerp.

LÉON VAN PEBORGH, Average adjuster, Communal Councillor, Antwerp.

DENMARK

MM. A. L. HINDENBURG, Advocate of the Supreme Court, President of the Danish Association of Maritime Law, Copenhagen.

LUDWIG SIMONSEN, Advocate of the Court of Appeal, Copenhagen.

UNITED-STATES

MM. Robert D. Benedict L. L. D. President of the Maritime Law Association of the United-States, New-York.

Joseph H. Choate, Ambassador of the United-States, London.

James E. Carpenter, Counsellor at Law, New-York.

FRANCE

MM. O. Marais, Advocate, Batonnier of the Order at the Court of Appeal, President of the French Association of Maritime Law, Rouen.

Ch. Lyon-Caen, Professor of the Law Faculty, Member of the Institute, Paris.

F. C. Autran, Advocate, Marseilles.

J. Duprat, Manager of the « Chargeurs Réunis », Paris.

A. Musnier, Managing Director of the « Messageries Maritimes », Paris.

Audouin, Secretary of the « Comité des Assureurs Maritimes », Paris.

Benj. Morel-Spiers, Shipbroker, Dunkirk.

R. Roy de Clotte, Advocate, Bordeaux.

De Grandmaison, Avocate, Le Hâvre.

L. Toutain, Insurance Broker, Le Hâvre.

E. Caillol, Shipowner, Marseilles.

E. Thaller, Paris.

M. Verberkmoës, Manager of the « Compagnie des Bateaux à vapeur du Nord », Dunkirk.

H. Fromageot, Advocate, Paris.

Benj. Abram, Advocate, Aix.

L. Denisse, Gien.

Paul Govare, Advocate at the Court of Appeal, Paris.

MM. R. VERNEAUX, Legal Advisor to the « *Compagnie des Messageries maritimes* », Paris.

HAROU, Marine Insurance Agent, Le Hâvre.

TACONET, Chairman of the Shipbrokers' Association of France, Le Hâvre.

W. CARR, Chairman of the « Compagnie des Courtiers », Marseilles.

DE VALROGER, Ex-President of the order of Advocates of the Court of Cassasion, Paris.

N. PAQUET, Shipowner, Marseilles.

HOLLAND

MM. E. N. RAHUSEN, Senator, Chairman of the Dutch Committee, Amsterdam.

M. C. ASSER Jr., Secretary of the Dutch Committee, Amsterdam.

J. BOISSEVAIN, Manager of the Steam Navigation Company « Neerland », Amsterdam.

F. MEYERDIRK Jr., Shipowner and Broker, Amsterdam.

D. JOSEPHUS JITTA, Professor at the University of Amsterdam.

J. TER MEULEN, Jr., Manager of Insurance Companies, Amsterdam.

ITALY

MM. PROSPERO ASCOLI, Professor of Maritime Law Venice.

L. A. SENIGALLIA, Advocate, General Secretary of the Italian Maritime Law Association, Naples.

M. BENSA, Professor at the University, Genoa.

FRANCESCO BERLINGIERI, Professor of Maritime Law, Genoa.

MM. The Chevalier LUIGI GOTTHEIL, Manager of the « Société Méridionale de Transports maritimes, » Naples.

Duke FRANCESCO MIRELLI, Judge of the Tribunal of Naples.

JAPAN

MM. N. MATSUNAMI, Professor of Maritime Law, Tokio.

KONDO, Chairman of the Steam Navigation Company Nippon Yushen Kaïsha, Tokio.

Baron ARICHI, Vice-Admiral, Tokio.

THOMAS H. JAMES, Manager of the Steam Navigation Company Nippon Yushen Kaïsha, London.

NORWAY

M. CHRISTOPHERSEN, Consul-general of Sweden and Norway, President of the Norwegian Commission for the Security of Navigation, Antwerp.

SWEDEN

MM. E. DE GÜNTHER, President of the Swedish International Maritime Law Association, Stockholm.

PH. LEMAN, Doctor of Philosophy, Member of the 1st Chamber of the Diet, Gothenburg.

Delegates of the Governments represented at the Conference.

FRANCE :

1° Department of Marine :

MM. FROGIER, Commissioner general, President of the Permanent Commission of the Markets.

FUZIER, Chief Commissioner at the Department of Marine.

WILHELM, Chief of bureau.

LE CLEZIO, Principal Commissioner, attached to the General Staff.

JEAN, Lieutenant.

2° Department of Foreign Affaires :

M. J. DE CAZOTTE, Consul-general de France, Under-director of Consular Affaires.

AUSTRIA :

Baron KÖLLER, Counsellor to the Department of Commerce, Vienna.

BELGIUM :

M. PAUL SEGERS, Member of the Chamber of Representatives.

HUNGARY :

M. THOMAS DE BIRO, Counsellor of division to the Department of Commerce, Buda-Pesth.

ITALY :

MM. Professor BOGLIALO.

MAURICE CAVERI, Advocate, Genoa.

PRINCIPALITY OF MONACO :

M. DE ROLAND.

JAPAN :

M. ISHIVVATARI. Secretary of the Department of Communications, Tokio.

NORWAY :

M. CHRISTOPHERSEN, Consul general, President of the Commission for the Security of Navigation.

RUSSIA :

MM. ARTHUR RAFFALOVITCH, Counsellor of State, Paris.
B. DE WOVYTCH, Counsellor of State, St.-Petersbourg.

IV

Agenda

1. — Shipowners' Liability

What are the cases to which the limitation of shipowners' liability should apply ?

Division :

1. Should this limitation be extended to damage caused to dykes, quays and similar fixed objects ?
2. To cases where the captain does not execute the contracts entered into by the owner ?
3. To the wages of the captain and the crew ?

2. — Salvage and obligation to Afford Assistance.

A. *Salvage*

1. Can salvage be regulated in a uniform way by the legislations of the different countries ?
2. What are the best rules to adopt, to this effect, by the various legislations ?

Division :

1. Should there be a legislative distinction between assistance and salvage ?

How may this be done ?

2. Does remeration cease to be due ?

a. If the service has been ineffectual.

b. If the assistance has been rendered by the tug, the pilot or the crew in the service of the vessel in danger or by a vessel belonging to the same owner ?

c. If the service has been forced upon the vessel?

3. Upon what basis should remuneration be fixed? Should the judge be allowed or obliged to grant a specified quantity of the salved objects?

4. Who should pay the remuneration? Should the persons saved contribute?

5. To whom is the remuneration due? Should it be shared by the owners, the captain, officers and crew? In what proportion?

6. Should a contract, made in time of imminent peril, be considered subject to modification, or is this a question of circumstance?

B. *Obligation to afford assistance*

Should vessels in collision be compelled to give mutual assistance?

1. Should the same obligation for assistance be applied to cases other than collision?

2. To what limits and under what conditions? With what distinctions?

Competency in matters of collision

What are the best rules for the competency of courts and tribunals of different countries concerning collisions especially collisions on the high seas?

V

The following is a Summary of the Preliminary Reports of the National Associations upon the Questions Before the Conference.

What are the cases to which limitation of shipowners' liability should be applied?

›IVISION OF THE QUESTION	Germany	Belgium	Hungary	Italy	Norway	Sweden
Should the limitation extended to damages sed to dykes, quays and ılar fixed objects.	Yes	Yes, to all damages whatever that the vessel could cause and for all expenses caused by raising of wrecks — with regard to the public authority as well as to private individuals.	Yes	Yes	Yes	Yes
. To the case where the ›tain does not execute obligations undertaken the owner.	Yes	Yes, also to damages caused by a hidden flaw in the vessel unknown to the owner.	Yes	Yes, when the captain acts not as the agent of the owner but as technical commander of the ship.	Yes, if the obligations are part of the captain's functions.	Yes, if the obligation should be performed by the captain.
. To the wages of capı and crew.	No, save the case where it is proved that the captain or the crew did not do all they could towards the salvage.	No	No	No	No	No

II. ASSISTANCE, SALVAGE AN[D

A. ASSISTANC[E

QUESTIONS	Germany 1st Report	Germany 2nd Report	England	Belgium	United-States	France
1. Should salvage be regulated in a uniform way by the legislation of the different countries?	Yes	Yes	Yes	Yes	Legislation is already uniform.	Yes
2. What are the best rules to adopt in this respect by the different legislations?	An international law on salvage and assistance.	The rules could only be determined in a general way. See below.	See below	See below	Not examined.	See belo[w]
DIVISION :						
1. Should there be a legislative distinction between salvage and assistance? How can that be done?	Yes see §§ 1, 2, 7 & 8 of the proposed bill	No reply	No	No	Not examined.	No
2. Should the claims for salvage award be barred :						
A) If the operation has not succeeded?	Yes, saving where there is an agreement to the contrary.	No reply	Yes, save where there is a special contract.	Yes, save where a contract has been made & is valid or where assistance was asked for and accepted.	Not examined.	No, by virtu[e] of the princ[i]ple that al[l] salvage o[r] assistance [at] sea gives ri[se] to an awa[rd] left to the appreciatio[n] of the tribunals.
B) If assistance is rendered : by the tug,	Yes, save extraordinary services.	No reply	No	Yes, save extraordinary services.	Not examined.	Yes, save extraordina[ry] services
by the pilot,	Yes, see § 4 of proposed bill.	No reply	Opinion divided.	Yes, save exceptional cases.	Not examined.	Yes, save exceptiona[l] cases.

OBLIGATION TO AFFORD ASSISTANCE AND SALVAGE

Holland	Sweden	Norway	Italy			Hungary
			DE ROSSI	ASCOLI	BERLINGIERI	DE BIRO
Yes	No reply	Yes	Yes	Yes	Yes	Yes
See below	See below	See below	The system of International treaties.	See below	See below	See below
No	Yes	No	Distinction is difficult.	No	The assistance refers to the rescue of persons, salvage to that of objects.	No
In theory, debatable. In practice only on the value salved, save in case of a contrary agreement.	Yes, save where there is a valid contract.	Yes	No	Yes, save exceptions.	Yes, save distinctions.	No
Yes, save extraordinary services.	Yes, save in cases of complete peril to the vessel and cargo after the engagement of the tug.	Yes, save extraordinary services.	No reply	Yes, save extraordinary services.	Yes, save extraordinary services.	Yes, save extraordinary services.
Yes, save in more than extraordinary circumstances.	Yes, save after the wreck of the vessel.	Yes, save exception.	No reply	Yes, save exceptional cases.	Yes, save extraordinary services.	Yes, save exceptional cases.

QUESTIONS	Germany 1st Report	Germany 2nd Report	England	Belgium	United-States	France
or by the crew in the service of the vessel in peril.	Yes, see § 4 of proposed law.	No reply	Yes	Yes, save exceptional cases.	Not examined	Yes
or by a vessel belonging to the same owner.	Reply deffered.	No reply	No	No	Not examined	No
c) by a person who has imposed his services.	Yes, see § 2 art. 2 proposed law.	No reply	No, if he renders real service.	Yes, by the majority.	Not examined	To be resolved according to circumstances
3. On what basis should awards be determined?	See §§ 6, 7, 8 of the proposed bill. Value of the object salved. Risks run by sailors and property of salvors. Efforts, sacrifices made. Damages incurred. Activity manifested. Time lost. Numbers of salvors. Value of vessel or means of assistance employed.	Indemnity the amount of which to be fixed according to circumstances.	No reply	1° Nature of the efforts of the salors. 2° Dangers incurred by assisted vessel. 3° Value of things salved costs deducted.	Not examined	1° Nature of service and result obtained. 2° Risks really run by those assisted. 3° Value of the capital imperiled. 4° Time employed. 5° Dangers run by assisting party, losses, dangers and risks. 6° Value of salving vessel and her cargo or of her special equipment if a life-saving vessel.
Should the judge be obliged to grant, in certain cases, a certain quantity of the salved objects. In what cases?	See sonne §§	No reply	In no case.	No		No

Holland	Sweden	Norway	Italy			Hungary
			de Rossi	Ascoli	Berlingieri	de Biro
	See preceeding reply.	Yes, save after the arrival of assistance.	No reply	Yes, save extraordinary riskes.	Yes, while they are in the vessel's service.	Yes, in all cases.
No	No	No, by the majority.	No reply	Yes	To be distinguished.	To be settled by commun average.
Yes	Yes	Yes, save in cases where vessel is abandoned.	No reply	To be left to the Court.	Yes	Yes, save exceptions
o be left to the judge who shall onsider the value of objects salved.	Gravity of the danger, abandonment of vessel, crew's share, assistance afforded, danger to which salvors have been exposed, their effects, damages sustained, degree of activity and intelligence and time employed, numbers of salvors, value of equipment and cost, value of objects salved,	In conformity with Norwegian law art. 225 & 226.	The legal basis should be the law which rules him who is obliged to pay the award.	For assistance: 1/3 of the value of the salved objects. For finding abandoned objects 1/20 of the value of all floating wreckage.	A maximum beyond which the judicial authority may not go, save to fix the remuneration according to equity though remaining in the established limits	1° Dangers really run by salvor and salved 2° Nature of the service, efforts made and result obtained 3° Time employed. 4° Value of capital imperiled. 5° Number of persons assisting, means used, losses, costs. 6° Value of vessel assisting, and its cargo or its special equipment (life saving vessel).
No reply	Never.			No	No	Useless.

QUESTIONS	Germany		England	Belgium	United-States	France
	1st Report	2nd Report				
4. By whom is the award due?	By the owners of the vessel and cargo and in the case of salvage to be shared by the two parties.	By the vessel and cargo.	By the objects saved.	By the owners of vessel and cargo.	Not examined.	By the owners of the salved ship or salved cargo.
Should persons saved contribute?	No	No	No	Yes, (by the majority).	Not examined.	No
5. To whom is the award due?	See § 3 of the proposed law. According to the particular laws of the different States.	No reply.	To the owner captain and crew.	To all who have contributed to the salvage either directly or by their agents.	Not examined.	The indemnity to be claimed by the captain or owner save to be divided between them according to contract or engagement or in default of same by the court.
Should salvage award be shared by owners, captain or crew?	Yes	Yes. In conformity with the German Commercial Code.	Yes	Yes		
In what proposition?	According to bill before German Reichsdtag.	In conformity with the German Commercial Code.	To be determined by the judge.	To be determined by the judge.		

Holland	Sweden	Norway	Italy de Rossi	Italy Ascoli	Italy Berlingieri	Hungary de Biro
By all who have benefited.	By the objects salved.	By owner of objects salved up to their value.	Those persons saved and the owners of the objects salved after a collision.	By the respective owners of the vessel and cargo, proportionaly to the value salved.	No reply	By the owner of the vessel and of goods salved.
Yes	No	No	Yes	No	No	No
To all who took part in the salvage.	Shared between owner, captain and crew.	In conformity with Norwegian Law Art. 223, II.	To all who have contributed to the salvage of a vessel, whether lives or objects.	According to the proposed law before the German Reichstag. For a steamer the damages incurred during the operation and the costs to be deducted.	To the owner of vessel or charterer.	To the captain or owner acting for ad interested parties.
	No reply.		Yes		Yes	Yes, as regards the real profit.
To be left to the judge.			To the judge or to the equity of the interested parties to make a just apportionment.		In proportion to services rendered and peril incurred by each member of the crew.	According to the contract of engagement or by the court proportionately to riskes run & services rendered In case of doubtle in eaual parts.

QUESTIONS	Germany 1st Report	Germany 2nd Report	England	Belgium	United-States	France
6) Should a contract made in time of peril be *ipso facto* void or is it a question of circumstances ?	Contract may be attacked if indemnity is considerably exaggerated.	No reply	No but it may be reduced if judge considers amount stipulated exhorbitant.	No, but the judge shall modify it — increase or diminish the award — if necessary.	Not examined	No, but it may be attacked f. exaggerati...

B. OBLIGATION

QUESTIONS	Germany 1st Report	Germany 2nd Report	England	Belgium	United-States	France
Should two vessels in collision be compelled to stand by each other ?	Yes, according to the stipulations or within the limits established by German law.	Yes	Yes	Yes	Yes	Yes
1. Should the same obligation to afford assistance be established for cases other than collisions ?	No	Yes	No	Yes, for life-saving.	No	Yes, for life saving though the question remains in its entirety.
2. To what limit and under what conditions ?	As far as possible without danger to his vessel and to the persons on board.	As far as possible without danger to his vessel and to the persons on board.	No reply	As far as circumstances will allow.	As far as possible	As far as possible without endangering his vessel crew and passengers.

Holland	Sweden	Norway	Italy de Rossi	Italy Ascoli	Italy Berlingieri	Hungary de Biro
To be left o be judge.	Such a contract not valid if amount agreed is out of proportion	In conformity with Norwegian law. Art. 227.	No but distinctions to be made.	Common law suffices here to justify the possible intervention of justice to guarantee the contracting captain.	To be left to common law.	To give the tribunals the absolute power to reduce the amount of salvage premiums fixed by agreement.
TO ASSIST						
Yes, this is o be recommended.	Yes	Yes	Yes	Yes	Yes, even for the salvage of objects imperiled.	Yes
Yes	Yes, especially if it concerns the saving of life.	No	Yes	Yes	Yes	Yes
Without endangering his own vessel, himself or those on board.	As far as possible.	If possible without endangering vessel and lives.	As far as possible.	Inpossibility by *force majeure* to afford assistance. Considerable danger to which vessel exposed as well as crew and passengers. Uselessness of assistance	As far as possible without endangering vessel, crew and passengers.	Obligation restricted to life-saving without prejudice to his own vessel and lives on board.

QUESTIONS	Germany		England	Belgium	United-States	France
	1st Report	2nd Report				
Under what sanction?	Punishment of the captain followed by withdrawal of certificate if case is grave enough No legal presumption of fault.	Infringement to be heavily punished and involve in certain cases loss of certificate.	By presumption of fault and punishment of captain or his substitute who without just motives refuses assistance.	By heavy punishment. No presumption of fault.	By the presumption of fault but allowing proof to the contrary.	By punishme

Holland	Sweden	Norway	Italy			Hungary
			de Rossi	Ascoli	Berlingieri	de Biro
To allow ch country scretion to suppress fringement committed under its flag.	No reply.	In conformity with Norwegian law, Art. 223.	No reply.	By a fine and suspension.	Civil and penal liability but no presumption of fault.	By penal measures and presumption of fault until proof to the contrary.

What are the best rules of competence for the courts of different countries as regards collisions, especially those on the high seas.

DIVISION OF THE QUESTION	Belgium	France	Hungary	Italy	Holla…
A) Provisional measures.	All national tribunals are competent even between foreigners, even if they are incompetent to try the action on its merits.	May be ordered by the Court. 1° of the domicile of the defending owner. 2° of the port of call of his vessel. 3° of the district where one or the other of the vessels enter after collision. (Arts. 14 to 20 of this project give special and detailed rules for the obligatory interrogation of the crew and for the seizures).	The vessel causing the collision may be seized anywhere & during the entire duration of the proceedings as long as she has not given sufficient garantee.	Same reply as Belgium	Seizure c… be ordere… everywh… Modes o… procedur… dependin… upon rule… each country.
B) Actions : 1° Should the competence of the tribunal of the legal domicile of the defendent be admitted.	Yes	of the defending owner.	-	Yes	of the defen… ding owner.
2° Of the residence of the defendent.	No	—	—	—	—

DIVISION OF THE QUESTION	Belgium	France	Hungary	Italy	Holland
Of a branch or agency of the defendent.	No	—	—	—	—
Of the hailing port of the defendent vessel.	Yes	Yes	No	Yes	Yes
Of the port of destination of the defendent vessel.	No	No	Yes	No	No
Of the first port where the defending vessel calls.	No (see 7°)	No	No	Yes, provided the defendent be personally summoned or has a representative.	—
In whatever district she may be.	Yes	No	No	No	No (see 8°)
Of the place where she was seized.	No, if the seizure no longer exists	—	—	No	Yes, even when the seizure has been replaced by a guarantee.
Of the place where any seizure against the defendent on another vessel or on other property ever been made.	No	—	—	No	-
9° In the district where the collision took place.	Yes	No	Of the nearest place to that where the event occured.	Yes	No
10° Before which is the co-defendent to be summoned?	Yes	—	—	—	—
20° In case of appeal for guarantee.	Yes	—	—	—	—
30° Or of cross demands.	Yes	—	—	—	—

DIVISION OF THE QUESTION	Belgium	France	Hungary	Italy	Holland
14° In other cases of connexity ?	No	—	—	—	—
15° Are these rules limitative or may special legislation admit other cases of competency, such as Art. 14 French commercial code (competency for national tribunals when a native is defendent against a foreigner) ?	They are limitative.	Art. 14 French c. c. maintained.	—	They are limitative.	—
c) Should an exequater be granted to foreign judgements without revision ?	Reserved.	—	—	Yes, unless foreign competency, the legality of the assignation, the representation of the parties, finally the false application of the law where judgment is to be given are all proven.	—
Is there pendency between the tribunals of differents countries ?	Reserved.	—	—	Yes	—
D) What law should be applied when those of the flag and the court differ ?	Reserved.	The law of the court regarding the personal liability of those to blame, the law of the flag regarding the civil liability of the owner	The law of the flag, if this is unknown to the judge or if the proof is not given the law of the court.	For the owner, the law of the flag.	—

VI

Report of the Conference

OPENING ASSEMBLY

OCTOBER IST 1900

The Conference opened October 1st at ten a. m. at the Palais du Congrès, M. Millerand, Minister of Commerce, Industry, Post and Telegraph, in the chair.

MONSIEUR LYON-CAEN, ex-President of the French Maritime Law Association, opened the proceedings with the following words : —

« In the name of the organising committee I have the honor to declare the International Maritime Conference of Paris open ».

The President, referring to the objects in view, said that uniformity in maritime law would be a great boon and no natural cause opposed its realisation, for in such matters the diversity of legislation sprang neither from religious beliefs, nor from political or social institutions, the differences between the various codes of maritime law arising, as they, did from purely artificial causes. In 1885 and in 1888, the Belgian government had taken the initiative in this direction by organising two great congresses at Antwerp and at Brussels, the result of which had been to draw up a project for a maritime code to be recommended for adoption by all the nations. This project had been communicated, by the Belgian government, to all the other governments but the communication had brought about no result. This want of success seemed to have been due

to two principal causes. Firstly, the congresses of Antwerp and Brussels had conceived too vast a programme, which embraced the entirety of maritime law, instead of limiting itself to one or several specified subjects. Then these congresses had left no permanent means of following up the realisation of their decisions. In order to avoid these causes of failure, the International Maritime Committee was formed in 1897 with the Minister of State, Mr Beernaert as president. Here then was a permanent organisation which comprised founding members belonging to all nationalities and delegates from the numerous national associations whose formation, in nearly all the maritime countries, had been brought about by the committee. Serving as the connecting link between these different associations the committee organised the conferences or congresses in each country. Three conferences of this kind had already been held, the first at Brussels in 1897, the second at Antwerp in 1898 and the third at London last year. In these three conferences two subjects only had been dealt with. They had decided upon the basis of a uniform legislation regarding collisions and the extent of shipowners' liability arising from the wrongful acts of their captains. Thanks to the initiative of one of their most zealous English colleagues, in February last, a bill containing the substance of one of their principal resolutions on the latter point had been laid before the House of Commons, and on this point he (the President) could spare any comments as a special report would be laid before the meeting.

The conferences of Antwerp and London had accepted the invitation given by the French Maritime Law Association to hold the fourth conference at Paris.

The President then went on to say that the subject of salvage which was before this conference was one than which, in maritime law, none deserved more the attention

of legislators and that there was no question with regard to which uniformity was more desirable. Salvage, he said, constituted certainly a humane duty, a moral obligation for all those who were able to succour. This idea was well established in the consciences of all, to-day, but it had taken centuries for it to be admitted.

Should the obligation to render assistance at sea be considered as a moral obligation or should legislators make it a legal one? This question concerned the highest interests of navigation as well as involving the most difficult problems of law and duty. Duty of course cannot be decreed. The respect for individual liberty demanded that the law should limit itself to decreeing that we should not do those things which were prejudicial to others, and as to this ligislations divided themselves into three classes. Some of them did not even provide for salvage, in no case considering assistance rendered as obligatory. Others, such as the Merchant Shipping Act and the French law of 1891, obliged captains of vessels, having been in collision, to stand by and render mutual assistance. But then there was a third class of statutes, for instance the Italian merchant marine code enforcing the rendering of every possible assistance in all cases to any inperiled vessel.

With such differences in the existing law before them, this conference would have to examine the question as to whether salvage should be the object of a legal obligation, and in the affirmative in what cases it should be so. The President then spoke of the importance of the other questions of the agenda, particularly that of remuneration, adding that a well drawn up law on all these matters before the conference would be a great boon to the maritime world.

The then rendered homage to the indefatigable zeal of

the general secretary of the International Maritime Committee, Mr Louis Franck, of Antwerp, and to Mr Autran, of Marseilles, general secretary of the French Association and of the organising committee. He also expressed the thanks of all to the French Ministers of Foreign Affairs, Justice, Marine and Commerce for their presence there and their efforts to encourage the work *(loud applause)*.

MONSIEUR MILLERAND, Minister of Commerce, in thanking Mr Lyon-Caen referred eloquently to the importance of the subjects to be discussed by the conference, for alhtough they seemed at first to be very special subjects it would soon be discovered that they could not be resolved without those general ideas that were, to speak truly, the very life of modern civilisation. The Minister hoped that one of the outcomes of the deliberations would be the resolution that assistance between vessels was an obligation at sea as it should be an obligation everywhere where men find themselves in presence of creatures fellow appealing for help. The speaker concurred with Mr Lyon-Caen on the urgency aud importance of the great problem of unifying maritime law and assured the conference of the hearty support and encouragement of the French goverment.

M. CH. LE JEUNE, vice-President of the International Maritime Committee, then rose to thank the Minister and the French Government for the valuable support given to the cause. Maritime law, he said, took a more important place among the preoccupations of the various nations as the gigantic proportions of the world's merchant marine increased. The French Marine Ordonnance of 1681 had served for a long time as a model of legislation for many countries, but the international character of maritime commerce was steadily increasing ; different principles had come to light and the divergences that existed then between various le-

gislations were more keenly felt to-day. Maritime commerce suffered more from the want of unimformity that existed in the laws of different countries than from the imperfections of any of these laws themselves. Therefore the International Maritime Committee had considered that the time had come when an effort towards unification would have a chance of success, supported was as it by the interests of the nations and the necessity for economical progress.

M. Le Jeune then dwelt upon the vast importance to the world at large of the objects pursued by the International Maritime Committee and expressed the gratitude of that body for the able manner in which the French Association had helped to prepare the present congress.

LORD ALVERSTONE : I thank Monsieur le Ministre for the words of welcome he has addressed to us. France has been particulary well chosen to offer hospitality to all those who desire to labour for the good of humanity, and to this I am able to testify for twice in my career, I have passed long months in France in labouring towards the smoothing over of international difficulties. I hope that the labours of the congress will give more stability to the rules of maritime law, and that they wiil be well received by the commercial nations. After referring to the happy choice of Paris, at the time of the Exhibition, as the seat of the congress the speaker said that in the name of his English colleagues, he wish to express to Monsieur le Ministre and to the French Association their hearty thanks.

M. MARTIN, of the supreme Hanseatic Court, Hamburg, thanked the Minister and the organising committee of the French Association on behalf of the German Association.

M. SENIGALLIA, of Naples, expressed the same sentiments on behalf of the Italian Association.

ELECTION OF OFFICERS

Upon the proposition of M. Le Jeune the election of officers was then proceeded with, with the following result.

President of the Congress :

M. Lyon Caen (France)

Vice-President of the Congress

Lord Alverstone, for England;
MM. Robert D. Benedict, for the United States ;
Dr F. Sieveking for Germany ;
Charles Le Jeune, for Belgium ;
A. L. Hindenburg, for Denmark ;
E. N. Rahusen, for Holland;
Prospero Ascoli, for Italy ;
Prof. Matsunami, for Japan ;
Dr. Christophersen, for Norway
E. De Gunther, for Sweden.

General Secretaries

MM. F. C. Autran ;
Louis Franck.

Ass't Gen. Secretaries

MM. P. Govare ;
G. Poplimont ;
Dr A. Sieveking ;
R. Verneaux

The President then communicated to the assembly the names of those governments which had honoured the conference by sending special delegates, as well as the names of those delegates (as in the preceeding list). Reference was then made to letters of excuse from members unable to

attend. M. Beernaert, President of the International Maritime Committee, was retained at Sofia on an arbitration ; Messrs. Marais and Clunet absent on account of illness ; Sir Walter Phillimore absent owing to his judicial duties in London ; M. Mac Arthur absent owing to the English elections ; Prof. Martens and the State Councillor M[r] Asser ; Messrs. Gray Hill, J. Stanley Mitcalfe, Prof. Westlake, D[r] Stubbs, M[r] K. W. Elmslie, M. Harrington Putnam were also excused from attendance. In regretting the absence of these members the president made reference to the sad loss sustained to the International Maritime Committee by the death of M[r] Ferdinand Laeisz. M[r] Laeisz, had taken a most active part in the conferences of Antwerp and London, occupied a very high position at Hamburg and was at the head of one of the greatest German shipowning houses.

It was decided, on the proposition of the President, to forward a letter of condolence to the family.

Shipowner's Liability.

The PRESIDENT then gave the word to Mr. Louis Franck, of Antwerp.

Mr. LOUIS FRANCK briefly resumed the history of the efforts made by the English members of the International Maritime Committee to attain the realisation of the principle voted by the London conference, which was the following :

« The Conference recommends for universal legislative » adoption the following rule in cases of loss of or damage » to property arising from improper navigation, whether » such property be afloat or ashore. The shipowner shall be » permitted at his option to disharge his liability *a*) either » by abandoning ship and freight, *b)* or by paying a sum of » money calculated upon the tonnage of the ship.

» This resolution has no reference to claims for loss of » life or personal injury. »

Mr. Franck said that as early as the 18th of October the English members had decided to submit the question to the Board of Trade and had been received by Mr. Ritchie, on December 1st. The deputation, in which were included Sir John Glover, MM. Marsden, Stanley Mitcalfe, Sproule and Cooke, had begged Mr. Ritchie to order an official enquiry into the matter and the President of the Board of Trade had promised to take it into consideration and to reply later. In December the Board of Trade had written to the Chamber of Shipping stating that it would give its full attention to a bill that might be laid before the House of Commons but that it did not see the necessity of instituting the enquiry asked for. Upon this Mr. Mac Arthur had laid a bill before the House. On the 14th of February the General Association of Shipowners of London had decided to put the question formally before the Chamber of Shipping of the United Kingdom and at the annual meeting of the latter body the resolution of the London Conference had unanimously been approved. On the 21st of March Mr. Mac Arthur's bill came before Parliament. This bill differed in one respect from the resolution of the London conference. The latter applied to vessels of all nationalities, whether the collisions should take place between vessels of the same or of different flags the same law would be applied to limit the liability of their owners. Mr. Mac Arthur's bill, on the other hand had made a distinction. For collisions between English vessels the bill upheld the existing English law ; for collisions between English and foreign vessels Mr. Mac Arthur had applied the resolution of the London Conference.

It was just this that had gaven rise to the serious objections. The Attorney General, now Lord Alverstone, on

behalf of the Government had declared that it would be impossible for him to accept Mr. Mac Arthur's proposition as formulated. Lord Alverstone had expressed his entire sympathy with the object of their labour, the unification of Maritime Law, but he had drawn the attention of the promotors of the bill to the fact that, in his opinion, the basis upon which the bill was drawn up, instead of being a step in advance, seemed more to be a step backwards, the bill making a distinction between the treatment of a foreign plaintiff and that of a British plaintiff; a foreign shipowner would be obliged to submit in England to the law of abandonment while an English shipowner, in a similar case, would obtain £ 8 or £ 15 pounds per ton. In Lord Alverstone's opinion such an inequality would give rise to diplomatic complications and observations from foreign governments. On the other hand certain authoritative members of the House of Commons while declaring themselves, as Lord Alverstone, favorable in principle to a reform in international maritime law, had remarked that in international questions it was the Government that should take the initiative and not an individual member of parliament. Thereupon Mr. Mac Arthur, without renouncing the principle of his bill, had requested that it should not be put to a vote and had handed it over to the Government. Mr. Franck said that as a mere reporter of events it was not for him to express his opinions on the question, at that moment, but he would only say that to have reached so important a debate in so short a time, to have brought before the British public the importance of this question was a result not to be despised. In regard to the fear of international complications which had been expressed by Lord Alverstone, in his reference to Mr. Mac-Arthur's bill, Mr. Franck said that he was authorised by the permanent bureau of the International Maritime Committee to state that

all were of the opinion that the proposition of Mr. MacArthur was a step in advance in as much as foreigners would have no right to complain of being treated in the English courts on the same footing as they were treated by their own judges at home.

(At 11-30 the meeting adjourned and reassembled at 2-35, Mr Lyon-Caen in the chair.)

With regard to shipowners' liability the President referred to Mr Franck's speech of the morning session and added that as various observations were to be heard on the subject of what had happened in England he would give the word to whomever wished to speak.

Mr. HINDENBURG (Denmark) said he quite agreed with Mr. Franck that most serious efforts towards unification had been made in England. The general principle in questions of damage was that only the person at fault should pay. Now, there was never any fault of the owner; the owner was perfectly innocent and it was impossible to admit that he should pay because he had not watched over the actions of his captain or had badly chosen him; it was on grounds of policy that the owner had to pay, because he was the man who runs the risk of the venture. They all agreed to admit the owner's risk, but this was a special risk which had nothing in common with the theory of the fault of a master who had not superintended his servant. This doctrine is antiquated and should be abandoned. Now, this being the case and the owner's risk being a special one, for which innocent persons were made to pay, for reasons of policy it was natural that this exceptional liability should be limited to the strictly necessary amount, on the principle that it would be unjust to impose upon them any greater sacrifices. With this principle in view the English proposition (of Mr. Mac Arthur) was logical and just. The speaker terminated by declaring that the bill in question was a most desirable solution of the limitation of liability problem.

SIR JOHN GLOVER regretted that he, as an English citizen, was obliged to plead there on foreign soil for a reform which his own government had not yet granted. Something however had been accomplished and, as a result of Mr. Mac Arthur's proposition, a useful modification had been made in English law, viz the introduction of the limitation principle for damages to dykes, quays and other fixed objects. But, for the most part, Mr. Mac Arthur's bill had been fought on the ground that foreigners would be treated on a different footing from the English. Certainly nothing of the kind had been the idea of the promotors of the bill. What they wanted was that the foreign shipowner, having a suit in England, could enjoy the benefit of his own national law. They had had the satisfaction, during the discussion of the bill, to hear many favorable opinions regarding their ideas. As to the objections formulated against the resolution voted at the London Conference, by Mr. Douglas Owen, it should not be considered that he represented the opinion of the English underwriters as far as he, Sir John Glover, knew. On the contrary Mr. Autran's work showed the inferiority of the position in which English shipowners are placed. Sir John Glover added that he hoped the English government would change its legislation in as much as it never could expect the entire world to change to suit English law ; so that England should modify hers.

LORD ALVERSTONE said he had no authority to speak officially, that he could only speak as an individual, as a jurist who had studied these questions for a long time. His opinion was that, for the shipowner, the true principle was that of a limited liability. In France and elsewhere, as in England, the master is liable for the acts of his servant ; but the difference arose from the application of the principle. On the continent, by the law of abandon-

ment, if the vessel were lost, the liability of the master was reduced to nothing. In England, while limited, it always existed.

A choice should be made between the two principles. If it were admitted that the liability of the master, for the acts of his servant, should not be applied to maritime matters the question was solved. If, on the other hand, it were admitted that this principle of *respondeat superior* should be applied to maritime affairs, as in all other matters, then Mr. Mac Arthur's bill should be examined. This bill was composed of two parts. There was one rule applicable to the liability of shipowners for damages to quays, dykes, etc. This part had been voted and, said Lord Alverstone « I am, on that point, perfectly in accord with Mr. Mac Arthur. »

« There is a second proposition applicable to the » general principle of limitation of liability. Admitted » that the master is liable for his servant. I wish to ex- » plain to the conference why I combatted Mr. Mac » Arthur's bill. It was because M. Mac Arthur proposed » that the law should differ in the case of a collision be- » tween a foreign and English vessel and that of a collision » between two English vessels. As far as I am concerned » I consider it a principle of our law that it should be the » same for all plaintiffs whatever their nationality. We » cannot establish a difference, we cannot have two laws » according to whether the plaintiff, in England, is an a » British citizen or a foreigner. The principle must be » the same independently of the nationality of the parties » to the suit. We must then choose the best principle.

» In my opinion, in order that a principle should be a » good one, it must not vary according to the fate of » the vessel at fault. According to Continental law the » liability would vary according to whether the vessel were

» slightly damaged or totally lost. If it were slightly dama-
» ged £ 2000 for instance might be obtained, whereas were
» she to founder nothing could be obtained. There is
» another anomaly, and that is as regards insurance. In
» order that good insurances may be made the basis upon
» which they are contracted should be well determined.
» The system that offers the firmest basis is that which
» says to the shipowner you must pay so much per ton
» of your vessel no matter what may be her value. That
» is the English system. I attach no importance whatever
» to the £ 8 or £ 15 now in vogue. However, I am struck
» by the great injustice of the Continental system ».

Lord Alverstone added that he hoped a limited liability of so much per ton might be adopted as a universal basis. For thirty years he had laboured for the unification o maritime law and he hoped to see it realised for he thought the present state of affairs a scandal to the civilised world. In closing, he further added that Mr. Mac Arthur's bill contained not only the two propositions already referred to but a third, relative to the liability of dock owners, a liability also limited, the dock and ship owners having come to an understanding. To this part of the law he was hostile.

Mr. DOUGLAS OWEN said he would not have reverted to the subject of the London Conference had not Sir John Glover cited his opinion. He quite agreed with Lord Alverstone. Sir John Glover had said it was a question of insurance. Certainly it was so. A change from the British to the Continental system would mean a transfer of risks. Who would pay the premiums ? He thought the shipowners should, whereas Sir John Glover thought it was incumbent upon the owners of the cargo.

THE PRESIDENT then referred to a point of order. A resolution had been passed at the London Conference on

that question. The present conference could and should listen to the observations of its members upon the bill laid before the House of Commons, but beyond that there could be no debate.

Mr. ANGIER (England) wished to reply to Mr. Douglas Owen. In England they had come to the conclusion that the system in practice in the United States and on the Continent was the most just and practicable and that they, in England, were in the minority.

This was why they supported the Continental system and he hoped the British government would introduce it.

Mr. EDMOND PICARD (Belgium) said the members of the conference were surprised that a discussion, that was closed at the London Conference, should be opened here. He asked the conference not to discuss what had already been voted upon. They could not for a moment admit that their rôle was to impose upon the world English maritime law. Their duty was to pass resolutions agreeable to all and not merely agreeable to a single country.

Mr. SIEVEKING (Germany) said it was true that the present discussion was somewhat out of order and yet he thought they had to thank the President for allowing a slight deviation, for of all the subjects that had to be dealt with this one (limitation of liability) preoccupied them the most, and it had been a privilege for them to hear the observations of Lord Alverstone who had not been able to take part in the debates at Antwerp and London and without whom no ground could possibly have been gained in England. Regarding Lord Alverstone's remarks Mr. Sieveking had three observations to make. Lord Alverstone went on the principle that the law of *respondeat superior* belonged to common law. He, however, did not agree. In matters of contracts it did, but not in matters of torts. Lord Alverstone had said that logic demanded

such and such solutions of the question. He claimed there was no logical solution to be reached. A historical solution might be given on the ground that such and such a law might be followed because it had been in vogue for centuries, or else a solution might be arrived at for political reasons. History had taught that different systems had been developed but that all the world was displeased with the English system and satisfied with that of the Continent. It was therefore the political solution that should be sought i. e. how to please all. This solution was the simplest for, as Sir John Glover had said, it was easier for one legislature to adopt the law of fifteen nations than for fifteen legislatures to adopte the law of one nation, which was not even in harmony with itself on this point. He felt convinced that if he could speak at greater length on the subject he could persuade Lord Alverstone of the superiority of the Continental system.

Mr. Verneaux (France) said that as far as the Mac Arthur bill was concerned be considered it imperfect and that the promotors should have kept to the London resolution. They could not renew the discussion of that resolution which he, for one, in his position as a legal adviser to one of the most important shipping concerns in France, considered excellent.

Mr. Benedict (United States) said the question resolved iself into a very practical one. Were all the nations to change their laws or was England to change hers ? He thougt that if any change were to be made in the United States it would be the total suppression of shipowners' liability, but certainly not the adoption of the English system. He therefore asked the English members if it were not preferable that all nations should unite with the view to being governed by the same legislation. Lord Alverstone had combatted the Mac Arthur bill because it

made a distinction between national and foreign vessels. He quite agreed to that, but then the logical conclusion was to do away with that distinction and adopt the principle of the bill for all collisions, whatsoever the flags.

THE PRESIDENT then closed the remarks on the MacArthur Bill.

What are the cases to which the limitation of shipowners' liability should apply ?

THE PRESIDENT then read out the three divisional questions as they appear on the agenda.

Mr. VERNEAUX said that last year the conference voted for the optional system; this option was excellent but there was one point not quite clear and upon which an explanation from all was necessary. As far as he was concerned the Continental nations should all agree that there was no personal liability for the shipowner but only a liability in rem and the Continental legislatures should adopt the German code on these points. That was why he should ask that the optional system voted for at London should be thus formulated « *The shipowner is only liable on the ship in the following cases* (those enumerated in the German code) *nevertheless the shipowner may liberate his vessel by abandoning a lump sum to be fixed by the legislature* ».

Mr. Verneaux then said that he would resolve the three questions in the following manner.

In answer to the first he would say that the limitation should certainly be extended to damage done to dykes, quays and other similar objects. The second question however was not quite clear. In this case the German law should, he thought, be followed and in reply it should be said that there are two absolutely distinct parties, firstly the owner, then the captain. The latter was a free agent

holding certain of his powers from the legislature and not from his owner. The owner fulfilled his part in handing over the cargo to the captain and it was certain that when the captain, did not act under special instructions but was only executing the contract for the carriage of cargo in accordance with his legal powers the owner should not be liable for more than the limit fixed by the law.

As to the third question, he would make an exception for the sake of practicability. It was necessary, he thought, in practice and for the general good that the captain and crew shonld be assured of their wages, and in this case only would he rèply in the negative and say that the owner should be personally liable for the wages without limitation.

After some further argument Messrs. Sieveking and Martin proposed that « *Shipowners' liability be extended to damage done to dykes, quays and similar fixed object* ».

LORD ALVERSTONE observed that as far as England was concerned that question had been already resolved in that sense.

THE PRESIDENT then put the proposition to the conference and it was carried unanimously.

SECOND QUESTION

Mr. VERNEAUX asked that this question be resolved according to the German code.

Mr. SIEVEKING said it would be better first to see whether it were absolutely necessary to arrive at a solution of this question from the standpoint of international law or better to leave the question to the legislature of each country. He thought it unnecessary to make it an international question and moreover liable to lead to great difficulties as regards reaching an understanding between the nations on that one point. He would ask if the owner undertook an

obligation to be executed by the captain and if the captain failed why should third parties suffer. There was, he thought, a great difference between such a case and that of a collision. In the latter case they were all agreed that uniformity was necessary but this was not necessary for the consequences of a contract made by an owner.

Lord ALVERSTONE agreed with Mr. Sieveking. In his opinion the question had been posed in too general terms. If by the question they wished to refer merely to maritime contracts it was not necessary to pass a resolution and if, on the other hand, other contracts were referred to then he thought limitation should not be applied. Whatever might be done, as to passing a resolution or not, it should be made clear that the conference would not signify thereby that for contracts to be executed by the captain the owner should be liable, when by bad navigation such contracts were not duly fulfilled.

Mr. MARTIN agreed with the proposition of Mr Sieveking.

Mr. LE JEUNE (Belgium) thought it would be wise not to stop at the solution of the question for a matter of principle. The London resolution did not apply in a general way to liability, it only applied to faulty navigation. It was not therefore a resolution of principle, it was a resolution based on a transaction made in London for liability by collisions and wrongful navigation. The conference, he thought could not annex to that resolution anything that would prejudice the liability question in its entirety and which they were not to approach. He thought therefore it would be better to reserve this point and wait until later to solve the question.

Mr. BENEDICT (United-States) said they could not reply to the question in the negative for if they should do so they would be deciding, for instance, that in cases of collisions, for which they had admitted the limitation of liability, the

owner would be liable towards those to whom the captain had given bills of lading, towards the charterers etc. He thought they should reply to the question in the sense indicated by the report of the United-States which said. « Limitation of liability should cover : — 1° The maritime » faults and delinquencies occurring without the complicity » or knowledge of the owner. 2° Maritime contracts to be » carried out by the captain or crew or concluded by the » captain in his lawful capacity. »

Mr. FRANCK (Belgium) expressed some hesitation at disagreeing with the preceeding speakers but he would ask the conference to pronounce itself upon the question because he could recall a case referred to by Mr. Gray Hill, which had proved that the question had an international interest. Some emigrants, on board a vessel that came into collision at Gibraltar with a warship, lost their lives and their relations entered suit. The Italian courts declared the owners liable on the ground that the passage contract was concluded, not by the captain, but by the agents of the owners in an Italian port. He would ask if that was a good law. It had occurred in Belgium and in France that vessels had foundered and suits had been entered against the owners who could have abandoned their vessels if the contracts had been concluded by their captains, but who could not have done so on the pretext that the contracts had been made by themselves. He thought the conference should say to those governments, whose law contained this principle, that it was unjust. German law said that liability was limited because it was considered that the owner could not supervise the actions of his captain. This was right : the owner who could not control his captain should be exonerated. The conference, it had been said, could not solve the question before having agreed on the principle to be applied in matters of liability. He thought

they could say they were agreed on the principle of liability that was what they had voted in London. But even though that principle should not be admitted, whether the law of £ 8 or £ 15 or the law of abandonment should be adopted it was their wish that the owner should be exonerated from all that was not due to his personal fault. He therefore proposed to reply to the question in the affirmative.

Mr. GOVARE proposed that in voting the resolution its reading should begin with the following words. « The resolution adopted by the Conference of London », without repeating that resolution, in order that this resolution should be confirmed and that there should be no idea that a new resolution was referred to. The London resolution, he said, was the one to adopt to apply to all cases except those where the owner was personally to blame.

Mr. FRANCK agreed.

THE PRESIDENT then adjourned the assembly for five minutes to allow the delegations to confer, as the vote was to be taken by nations. On calling the assembly to order the question was put.

« Should the limitation of liability apply to cases where » the captain does not execute the obligations undertaken » by the owner ? » Messrs. Sieveking and Martin and Lord Alverstone had proposed that the questions should not be answered and a vote on this was taken. Against the question being answered were Germany, Denmark, United States, France and Holland ; contrary minded England, Belgium, Italy, Japan, Norway, Sweden.

The vote being in favor of a resolution, Mr. Franck put it forward as follows.

« The resolution adopted by the London conference » applies to contracts passed by the shipowner, provided » their execution forms part of the captain's ordinary » functions, whether the breach of such contracts is due

» to a member of the crew or not, the personal fault of » the owner always excepted ».

The resolution was unanimously adopted.

The President then put the third question to the conference, the answer to which, adopted unanimously, was that. « There should be no limitation of liability for wages of officers and crew ».

The assembly adjourned at a quarter past five.

ASSEMBLY OF OCTOBER 2nd 1900.

MORNING SESSION.

SALVAGE AND OBLIGATION TO AFFORD ASSISTANCE.

THE PRESIDENT, before taking up the discussion of the day, advised the conference that Mr. Broussais, General Manager of the Bonded Warehouses, had sent in a scheme for a bill of lading that would prevent fraud.

THE PRESIDENT thought the first question on the Agenda was one that necessitated but little discussion viz.

« Should salvage be regulated in a uniform way by the » legislations of the different countries? » All the associations, he said, had answered in the affirmative.

Mr. BENEDICT said in their report the United States had considered the question should not be posed. The American Association had remarked that the law of assistance and salvage was already so uniform that a universal code seemed useless. Besides, there would be the danger, in drawing up a uniform law, that it might give rise to difficulties in its application. He thought, however, that the conference could pronounce itself on the points concerning which there really were divergences.

Mr. FRANCK said the intention of the conference was certainly not to suggest a uniform law to be applied « ne varietur » in all countries, but there were actually differences in matters of assistance and salvage which they wished to discuss with a view to arriving at the most suitable solution. He thought Mr. Benedict, with these considerations, might withdraw his objections.

Lord Alverstone agreed with Mr. Benedict's views but not with his conclusions. He thought it would be perfectly feasible to draw up a small salvage code comprising a dozen rules or so resuming the principles admitted by the generality of legislations. He then cited various cases in which the law was decidedly defective, for instance where certain codes allowed for salvage at a fixed rate set before hand, say a third or some fraction. He thought that to-day, where vessels were worth sometimes millions, such a law was ridiculous. It was the value of the objects salved that should be taken into consideration. Certain legislations considered that salvage only took place on the high seas, whereas it was evident that certain services rendered in port and in the rivers were just as essential and as meritorious as any other.

Mr. Benedict asked Lord Alverstone if there were countries where the judges were obliged to grant a fixed share of the objects salved as remuneration for salvage. Lord Alverstone replying in the affirmative Mr. Benedict said he thought they should, in that case, answer the question.

The resolution was then voted unanimously.

The President then put the following question :

« Should colliding ships be legally obliged to stand by » and assist one another ; to what limit and under what » conditions ; by what sanction ? »

Mr. Autran said that the French Association had met and discussed this question, all being convinced that the duty of rendering assistance at sea was one of the most imperious, but as the discussion developed they had found that it was necessary to establish certain distinctions between the different cases that might arise. As far as collisions were concerned French law sanctioned the obligation it imposed upon captains to stand by and assist as far as

possible, and as long as this assistance in no way compromised the safety of the vessel and the passengers. At the time of a collision it was impossible to determine at once who was to blame and so it was only right that both vessels should stand by and mutually assist. The Association therefore unanimously agreed that the French principle in matters of collisions was a wise one. But in other cases the difficulties had seemed much greater and after a lively debate the Association had been unable to agree A certain number esteemed that the legislation should be changed so as to impose the obligation of assistance in all cases of imminent peril at sea, they admitted however that the captain should be sole judge of how and to what extent he might render assistance to the vessel in distress. Others however had submitted such strong considerations in the opposite sense that they had, he must confess, converted him. He would refer to the opinions expressed by Mr Duprat, Manager of the «Compagnie des Chargeurs Réunis» who had said : « It is all very well to create an obligation to assist, to say that every time a vessel is in danger the captain who passes must make every effort to render assistance. In what kind of a situation are you placing the unfortunate captain ? He would risk, in obeying this obligation, the lives of his passengers, his crew, and the loss of his ship and her cargo. You cannot in the name of humanity, oblige a captain to endanger capital and human lives confided to him to save other people. On the other hand if you do so, who is to be the judge of the circumstances in which the captain found himself ? »

They all knew how difficult it was to appreciate liability in collision matters. If they were to decide that assistance was obligatory what tribunal would be judge of the captain's situation. It would be human nature for a judge to lean to the humane side and esteem that the captain who

had not given assistance was to blame. He asked them to imagine the state of mind of the unfortunate captain who knows that if he attempts to render assistance he risks the lives of his passengers and his cargo and that if he fails to render assistance he risks the police court and prison.

Mr. de Valroger (France) said that in collision cases several legislations already imposed the obligation upon captains as far as circumstances permitted. Should a step farther be taken and assistance be rendered obligatory beyond cases of collision? A certain portion of the French Association had evinced the opinion that beyond cases of collision there should be no legal obligation. Other members of the Association, whose opinion he shared, thought the obligation to assist at sea should be made legal with two restrictions ; 1° if it were necessary to save human lives ; 2° if the captain could give assistance without imperiling his vessel or crew. The moral obligation to assist a fellow creature in peril was inconestable and in the principles of law there was no obstacle to sanctioning the obligation of affording assistance. It was a moral obligation to be sure, but nearly all laws rested on moral obligations and were made penal obligations when of general interest. The question then was — to know whether the general interest and security of navigation demanded that assistant on the sea should be guaranteed to sailors and passengers in distress by the legislator. Against such a proposition there were three objections neither of which seemed to him to be conclusive :

1° It was said that the captain always afforded assistance when he could. As much as any one, he rendered homage to the humanitarian spirit of sea-faring men, but legislation he thought should foresee possible delinquents.

2° It was said that the judge would be unable to ascertain whether the captain could or could not render assis-

tance without danger. At times such a decision on the part of a judge might be a very delicate question but the judge could certainly gain light through the testimony and his part would not be more difficult than in cases of collision when he had to ascertain which vessel has been to blame and to what extent.

3° To assure the rendering of assistance it had been said that salvage premiums would be a sufficient stimulant. Who would pay those premiums and in what would they consist ? It was clear that when a large ocean steamer had been saved the hope of a high premium would have been a sufficient stimulant. Upon whom could a captain depend for salvage when he had merely saved the lives of a few shipwrecked sailors ?

Mr. JITTA (Holland) said the Dutch Association had approved his report in which he had defended the principle that the obligation to afford assistance should be imposed in a general manner as well as in matters of collision. The majority of the Norvegian Association desired to establish a distinction between the obligation to afford assistance in cases of collision under penalty and the failure to do so in other circumstances. This decision he said was the more remarkable inasmuch as the Dutch law imposed this obligation.

Some one had said, in the Dutch Association. « If » you impose upon the captain the obligation to render » assistance in a general way, under penalty, you establish » a special fault that incurs the obligation to pay damages, » and as the owner is liable for the captain he might be » obliged to pay damages because his captain failed to » assist when he could have done so. » This was one of the considerations that led the Association to make a distinction between collisions and other cases. On his personal behalf Mr. Jitta agreed entirely with Mr. de Valroger.

Mr. ANGIER (England) thought that the obligation to afford assistance should not be rendered legal, he thought their object would be attained much more easily by establishing large premiums. He did not think it would be wise to place the captain in a position where he had but the alternative to afford assistance to the peril of his vessel or the risk of being prosecuted. On this point he agreed with Mr. Benedict and Lord Alverstone that it would be impossible to make laws to that effect.

Mr. DOUGLAS-OWEN (England) explained how the reply formulated by the English Association was the result of a misunderstanding.

After the first question : « Should rendering of assis- » tance in case of collision be made obligatory ? » the second said : « Should the obligation be imposed in cases » other than collisions ? » They had understood by that not general cases of peril but cases where one vessel without coming into collision had imperiled another and they had replied that as they could not imagine such a case they could not answer the question. This mistake being made clear, he asked for leave to withdraw this part of the English resolution.

Mr. RAHUSEN (Holland) said it seemed to him that the question was a humanitarian one, that it was of general interest and that to abstain from rendering assistance should be made punishable. There should be no distinction between collision cases and others. However he would not go so far as did their English colleagues who, in cases of collision, presumed the captain, who failed to render assistance, to be to blame, for a presumption should always be founded on truth.

Mr. BENEDICT said he had discovered that all the associations in their reports were agreed as to the obligation in regard to collisions. In other cases however France,

Germany, Norway and the United States were against imposing the obligation while Sweden and Belgium were for the obligation in all cases. He was with the first four. It was a question of humanity and such questions were the same whether on land or on sea. Nothing had ever been done to better matters on land; any more at sea could human beings ever be compelled to help each other by law. They had but to remember the story of the Good Samaritan.

Mr. EDMOND PICARD (Belgium) claimed that the question of rendering assistance being made obligatory had arisen from the scandalous cases of captains who had failed in their duty. He knew that everywhere, on land and at sea, it was a very delicate question to know how to transform a moral duty into a legal one; it demanded infinte tact and was the great difficulty of all those who dealt with the law. The sea was a domain by itself. On land aid could be rendered if not by one by the other, but at sea dependence could only be put upon the ship that passed and when she passed. This situation, he said, was radically different to anything on land and should be treated differently. The diffculty consisted in the consequences of the introduction into the law of this legal duty ; for instance, the difficulty for the captain to know when to act, then the difficulty the judge would have in knowing if the captain had been right in acting or in abstaining. Then there was the very practical observation of Mr. Jitta, the consequence to the owner who would be liable for the captain. Was it these difficulties that kept them back ? Firstly was it true that there was a great difficulty for the captain to know if his vessel ran a great risk in affording assistance ? He would ask if it were such a great question to a captain to know whether he should jettison or not ? Certainly Mr. Autran was right when he said that judges

were in unfavorable positions to judge of events happening so far away and of such a special nature and yet if they were to stop at such considerations most maritime cases might be suppressed. As to the liability of the owner it had been said the day before that one should beware of logic in matters of maritime law. There is but one logic and that is the logic of facts.

They should not say that the owner who staid at home would be prosecuted for the fault of his employé, the captain. They could resolve that he should not be prosecuted and, without violating the law, they could make the duties of humanity respected.

Mr. Morel-Spiers (France) asked if they could not formulate the two views on this question in a manner that would conciliate all the opinions by admitting that, in the case of a collision, the law should impose the obligation under a penalty, while on the other hand, where there is no collision, the law should simply and purely stipulate the natural obligation under the reserve that the captain need not give assistance if he fears to compromise the important interests entrusted to him ?

Mr. Ascoli (Italy) said the Italian law imposed the obligation with distinction and that for the long period that it had existed none of the objections referred to had been experienced. The Italian law responded to a universal sentiment and he thought that the conference should not pass a resolution to the effect that, in the generality of cases, the obligation to afford assistance should not exist.

Mr. Martin (Germany) said that when two vessels were in collision they might separate from each other without troubling about their mutual respective fates, although one of the two would be liable to be sued for damages later on and so would naturally try to diminish

those damages as far as possible. It went without saying that they should help each other, for a link had been formed between them. It was quite different if two vessels met at sea. The captain could ask himself « Must I go to that vessels relief? » This was a reflection no one could control. It seemed to him that it was not necessary to make a special law imposing the obligation as this would be unfavorable to sailors and captains. No one thought of imposing such obligations on land. Why then should they do so at sea? Everyone agreed that it was a humane duty, but to declare a duty a humane one was quite different to making it a legal obligation.

The President announced that the assembly would then examine the first question relative to collisions.

Lord Alverstone said that for 27 years they had had, in England, the law, the translation of which was given in Mr. Autran's report and by virtue of which in all cases of collision between two vessels it shall be considered the duty of the captain or of the person having the responsibility of each of the vessels, as far as he can without danger to his vessel, crew or passengers, to afford to the other vessel, its captain or passengers the assistance that may be necessary to save them from the peril caused by the collision.

This law had been adopted by France in 1891 and by the United-States in 1890. The question had often been discussed before the English tribunals. He himself had been consulted and never had there been any difficulty with the judge. If a captain had declared that there had been danger for his vessel never had the judge decided that it would have been his duty to afford assistance. He was sure that in collision cases — since the Merchant Shipping act contained that obligation — there had been a great improvement in the practice, by captains, of this essential duty.

Mr. Le Jeune asked Lord Alverstone what was the reading of the law in the case where the obligation was not respected.

Lord Alverstone replied that there was a presumption of blame but only in the case where the captain could have remained on the spot without peril to his own vessel.

Mr. Autran thought the question could be answered to the effect that in cases of collisions the obligation to afford assistance could be imposed in the same terms as those of the English law but doing away with the presumption of blame that rests on the captain who wrongfully leaves the spot. There was an injustice in laying at the door of the ship-owner the consequences of the personal fault of a captain. He would propose therefore the adoption of the English law as it had been adopted by France and the United-States but doing away with the presumption of fault which resulted from the English law.

The President said he had to present an observation suggested by Mr. Franck. The conference had not at that moment to examine the question of sanctions or penalties.

Mr. Autran said that if he had referred to the English law it was merely to avoid the drawing up of a resolution. He would propose that the conference adopt the principle of the English law. M. Franck then read the proposition :

« Two vessels in collision are obliged to stand by and » assist one another as far as circumstances permit ».

Mr. Lejeune thought more than two vessels might be in collision and suggested the elimination of the word « two ».

Mr. Martin thought they should say « legally obliged »

The President then put the resolution : « Colliding vessels should be legally obliged to stand by and assist one another, circumstances permitting » which was unanimously adopted.

Mr. CHAS. BAUSS (Belgium) then proposed the following resolution : —

« In cases other than collisions every captain is obliged, » if he can do so without danger to his vessel, crew and » passengers, to afford assistance to vessels in distress, » if human lives are in danger ».

It had been said that when a moral obligation is understood generally it is useless to consecrate it by a written text ; that was only true on one condition, namely that the moral obligation is always acted on in practice. Unfortunately there are some that are not. Cases had been known where assistance had not be rendered where lives had been in peril and vessels had passed them by for mere mercantile considerations. It seemd to him that they should prevent the repetition of such actions and he thought there could not be any disagreement in principle on this point. It was only necessary to examine it from a practical standpoint-Firstly the absence of all danger to the vessel was necessary before the captain could be called to assist. That was in the text of what they had voted regarding collisions as well as in the text of the English law which was considered perfect from a practical standpoint. As to the question of knowing whether the obligation should be imposed when only material interests are at stake he thought they could say there was no obligation, but that would not do when human lives were in danger. There was an obligation which arose from natural law and he could not see what was to prevent the consecrating of this obligation by a text in the civil code.

Mr. SIEVEKING said he was quite opposed to Mr. Bauss' way of thinking. He should not ask himself if the failure to render assistance to a drowning man were an infraction of a moral duty, of an obligation towards humanity, but if it were an infraction of law. He claimed there was no legal

obligation, no infraction of right. He who passed by would be a barbarous individual but not a criminal. Would the man in peril have the right to complain? Could he demand assistance? On land the law established no such obligation and he thought it would not be wise or just to impose it at sea.

Mr. BOISSEVAIN (Holland) asked the conference to imagine a vessel in distress, its engines broken, drifting at the mercy of the waves and no help in sight. Naturally the first wish would be to see some one, to catch sight of another vessel. In many cases the creation of a legal obligation would prevent the imperiled vessel from being approached by another. They should look at things squarely in the face. In cases of collision the names of the vessels were known, they could easily be identified, but with a vessel in distress and another vessel approaching there was every means of avoiding identification and there was the danger, the approaching vessel would slip away. If there were a legal obligation to assist, vessels would not expose themselves to the eventuality of the distressed vessel trying to prove that they had not done their full duty. They would slip away before being identified. He thought, for this reason, that the creation of a legal obligation would be a grave danger for all navigators in peril.

The assembly then adjourned until half past two.

OCTOBER 2nd 1900

Afternoon session

At two thirty-five the conference reassembled and the President announced that the Minister of Foreign Affairs had been pleased to accept the Honorary Presidency of the conference and had expressed his thanks and his interest in their labours.

The President then said he had three propositions before the conference at that juncture of the proceedings, the first signed by Messrs. Sieveking and Boissevain to the effect that « There is no need to create a legal obligation for cases other than collisions. »

The second signed by M. Bauss : —

« In all cases other than collisions the captain is » bound, if he can do so without danger to his vessel, » crew and passengers, to assist the distressed vessel if » human lives are in danger ».

The third proposition, signed by Messrs de Valroger, Fromageot and Morel-Spiers.

« A captain seeing a vessel in distress is bound to put » himself in communication with her, if he can do so » without compromising the safety of his vessel, crew » and passengers and, under the same reserve, he is bound » to afford assistance if human lives are in danger ».

Mr. Maeterlinck (Belgium) said he did not think they were there to prescribe a legislation for the future, for a time when men should become much better than they were then. They were there to settle something definite, commercial maritime law. They did not want to know what government vessels should do, they had to prescribe cer-

tain things for those persons who had seen fit to invest capital in maritime enterprises. He was not in favor of extending obligations further than cases of collision for in the propositions which he opposed there was a tendency to put commercial navigation out of common law. The obligation to render assistance did not exist on land and yet for shipowners they wished to make another law, they wished to compel them to play the « Good Samaritan ». He had often noticed that tendency to place owners beyond the common law and be thought they should resist that tendency. Furthermore, he asked, would such a measure be practical? After all how was it possible to compel a captain who passes a ship in distress to go to her assistance if he does not wish to. He passes at a distance of two or three miles, he would certainly take care not to fly his colours so not to be recognised. Where then was the possibility of a penalty? Then again, to punish the captain and him alone would be the most unjust thing in the world. They knew what the captain's fate was. If he did not make a quick voyage, if he should stop for matters that are not in direct connection with his mission he would be dismissed. If the rendering of assistance were made obligatory the captain would be the victim of the owner and would have to bear all the responsibilities. It was thought that rendering assistance was nothing, but it involved all kinds of things, lost time, damages and often accidents. All this they could not forget.

Mr. Hindenburg (Denmark) said that if the state of civilisation had reached such a point that they could convert a moral obligation into a legal one, that was indeed real progress. Mr. Sieveking had said that no legislation imposed the obligation to afford assistance to persons in danger of death. He was wrong because the

Danish law did. If they should adopt that principle they would be doing nothing new and he thought it would be a real step in advance to say, with regard to persons whose lives are in danger vessels are legally, obliged to go to their assistance. He could not understand how there could be any real objection. Naturally the tribunals would judge and if the vessel could prove that it was itself exposed to danger in affording assistance it would be exonerated. Furthermore if the courts should decide that the vessel, whose assistance was asked for, ran no risk, but that the captain thought so he would also be exonerated. On the other hand should the sea have been calm and no sufficient excuse be forthming for not affording assistance he could not understand how they could say that captains could pass by while others were drowning.

M. GERMAIN SPEE (Belgium) presented the following resolution.

« In cases other than collision there was no need of » creating a legal obligation to afford assistance to a » vessel in danger ».

All were convinced, he said, that maritime law should be clear. For a judge sitting in his study what more difficult, more uncertain than to judge of the circumstances which might have imposed the obligation to assist or to excuse the faillure to do so. The captain was alone able to judge. He was convinced that the captain alone should be the one to decide, hence a legal obligation no longer existed. They should not forget that a penal conviction of a captain who had acted in good faith was a very grave thing.

Mr. GOVARE had come to the conference sharing the views of Mr. Bauss and he would say sincerely that all the arguments he had heard had not changed his way of thinking. On land, persons in danger had other sources

of help to apply to while at sea there was nothing but the brotherhood of mankind to appeal to. He thought Mr. Picard had expressed a grand and lofty idea on this point. Mr. Angier had told them that morning that there were premiums for salvage. Where such premiums as two and three thousand pounds were awarded, as in the Admiralty Court, he understood very well that a captain would be disposed to assist a vessel in distress. But there were other cases, such as those before the French courts, where from 12000 to 15000 francs was considered as a large indemnity and it was certain that there were other cases where the awards would be far less, insignificant, nil. What for instance would be the award for saving the crew of one those poor fishermen of Ostend or Boulogne whose boats were worth only from five to six thousand francs? He thought they were for progress, desirous of bettering civilisation. What he thought dominated all things was the fact that for the general welfare of humanity, in that indispensable traffic of the sea human lives were endangered and that they could not admit that any one individual should not pay his debt of brotherhood if it were possible for him to do so. Should they do otherwise it would be against public opinion?

Mr. DUPRAT (France) said he was clearly opposed to the obligation of affording assistance. Nothing, he thought, was more detrimental to real salvage than a legal obligation. All who were partisans of legal obligation had admitted that there had to be a saving clause for the captain, that is to say, that he could not be compelled to render assistance if the circumstances should not be favorable. Was not this very saving clause a proof that the obligation was impossible? Was it not true that in most cases the captain would be able to say he could not assist without risking his vessel? Let them take the

fishermen of Ostend as an example. Would it be possible to impose upon them the obligation to leave their nets, their very source of livelihood, and fly to the rescue? It would take them an hour to pull in their nets and by that time a disaster would have been accomplished, and here again the obligation could have become nil. The legal obligations proposed were to him thoroughly bad.

Mr. ROY DE CLOTTE (France) said he was a partisan of obligation and that solution of the question satisfied him firstly because it established harmony between what he would call positive law and natural law. The principal objection raised had been that common law excluded such an obligation and the situation on land had been brought up as an example. To this Mr. Picard had replied eloquently and the difference that existed between the domain of the high seas and that where common law was in force on land had been clearly marked. There was a close relationship between right and duty and he would ask them from the standpoint of right was maritime law a part of what they could call common law? Had it not a domain of its own and did it not form an exception? He thought the exceptional provisions of maritime law in favour of owners for instance, showed that this was the case. It was just indeed that the land fortune of the ship-owner should not be exposed to the immense responsibilities of the sea, but there at sea were the greatest of all dangers where appeal should be made to the most generous sentiments of humanity. He thought the argument that the judge would have too great a difficulty in judging these questions of obligation was not conclusive at all because the same could be said of all litigation. With regard to Mr. Picard's opinion that the sanction could only be penal he begged to differ. He thought it could be both penal and civil.

Mr. VAN PEBORGH (Belgium) was surprised that Messrs. Maeterlinck and Spée had departed from the conclusion of the Belgian Association. That association had been unanimous in wishing to impose the obligation to afford assistance in all cases. They had not gone so far as to wish to impose the obligation as it had been understood in the presend argument, they had added « as far as possible », « as far as circumstances permitted », and he was of the opinion that it was only necessary to give assistance when called upon to do so. He would call the attention of the conference to the wish expressed, by their Honorary President yesterday, to see them make resolutions in conformity with general interests, in conformity with the sentiments of solidarity and humanity which exist not only between nations but between individuals.

THE PRESIDENT then put forward the negative solution of Messrs. Sieveking, Maeterlinck, Germain Spée and Boissevain which, if adopted, would, he said do away entirely with the other propositions. The proposition read as follows :

« There is no need to create a similar legal obligation » for other cases than collisions. »

For the resolution : Germany, England unanimously, United States, Holland, Norway, Sweden.

Against: France 9 to 8 ; Belgium 7 to 3 ; Italy and Japan unanimously.

Six nations having voted for and four against, the resolution was adopted.

THE PRESIDENT then opened the discussion on the question : « Should there be a legislative distinction be- » tween salvage and assistance ? How can it be done ? »

Mr. MARTIN (Germany) asked that it be decided that the resolutions to be taken on the questions of salvage and assistance should not have, as a result, the supression

of institutions which, as in Germany for instance, enabled interested parties to avoid the courts for the settlement of salvage and assistance indemnities. In Germany they had first to provoke a sentence from the « Strandungsamt » after which they might appeal within a certain time to the courts.

THE PRESIDENT said that, in fact, they were putting forward principles and that these principles might bring about the suppression of certain institutions but he was sure no particular country was held in view when they voted.

M. MARTIN said the German Association had been of the opinion that it would be well to uphold the distinction between assistance and salvage; but he thought the question was of minor importance and if the conference was of their opinion they would submit in order not to prolong the debate.

Mr. RAHUSEN (Holland) said that Holland was in the same situation as Germany, that was to say that the difference between assistance and salvage did exist. But in Holland they were all of the opinion that that difference should be done away with. The result of a distinction might be generally that the salvors, hoping their share might be the maximum, would wait until the danger were at its height in order to transform a case of assistance into one of salvage.

LORD ALVERSTONE said he hoped they would not uphold the distinction any longer. In England they had abandoned it long before. When the distinction existed the judge had always taken into full consideration the circumstances and, consequently, the necessity of the distinction had been nil. He hoped the nations would agree that there was but one degree of danger for which salvors and those rendering assistance might claim a premium.

Mr. SIEVEKING said they could see by the German reports that in Germany the opinions had been divided.

The report sanctioned by the German Association recommended the distinction but he was very much disposed to the other view. The German code established the distinction stipulating that assistance should be paid less than salvage, fixing the maximum premium for salvage at one third. This had led to great injustice. For instance, a steamer in the north sea met another vessel in the Baltic, loaded with wood and abandoned by its crew, and towed it to Hamburg. The steamer spent more money in coal during the towage than one third the value of the vessel including the cargo. The court, however, was obliged to apply the law in such a way that the towing steamer did not even receive the sum of its outlay. That certainly was injust. Another fault of the German code was to say that assistance must always be paid less than salvage and that in granting the assistance indemnity the judge should not take into consideration the value of the objects for which assistance had been rendered. As a judge himself he had often been embarrassed in such cases. In certain cases where assistance was rendered to a steamer and a cargo of great value a little more might be granted by reason of the value salved but this was always against the law which compelled them not to consider this value save in a secondary manner, while in salvage cases the law compelled, them, to consider it first. He thought the judge should, above all, consider circumstances and that he would certainly render more equitable judgements if he were rid of the necessity of distinguishing between salvage and assistance.

Mr. Benedict said the United States Association had not had the opportunity to pronounce itself upon the question but that if it had it certainly would have decided against a distinction.

Mr. Francesco-Berlingieri (Italy) was of the opinion

that if there were to be a distinction the word « assistance » should be applied exclusively to assistance given to persons and « salvage » to express the salvage of objects. He thought, however, that there was no interest in upholding any distinction whatever and he took the side of those who proposed to suppress the distinction.

Mr. DE VALROGER said the French Association agreed to the suppression of the distinction between salvage and assistance. Should this difference be upheld they would have to define salvage and this might be difficult to agree to because, in Germany, by salvage they only meant cases of abandonment, whereas in other countries, especially in Italy, the meaning is very extended and embraces all cases where the disaster was nearly an accomplished fact.

THE PRESIDENT then read the resolution :

« There is no need to make a legislative distinction » between salvage and assistance ».

The resolution was adopted.

THE PRESIDENT then read a proposition of Lord Alverstone which, he said, would be submited to the vote of the conference on the evening of the following day.

« I propose that a committee of five members be appointed » to draw up an international code of salvage and maritime » assistance to be submitted to another conference ».

That proposition would be discussed the following day. They now had come to the question of remuneration. There was a preceeding question. « In case of assistance optional or obligatory had the one rendering assistance a right to remuneration ? » He thought that all were agreed on that point ; it would, however, be useful to them to establish the principle in order to decide afterwards how that remuneration should be fixed and to determine the cases in which it should be refused.

The conference thereupon adopted the principle that assistance was entitled to remuneration.

The President then put the question as on the agenda:

« Is no remuneration due if the assistance rendered » remains without result? »

Mr. FROMAGEOT proposed the following solution:

« Every act of assistance or salvage should give the » right to either a primium and an indemnity for expenses » or only a total or partial indemnity for expenses whene- » ver the operation has had a practical result ».

His reason for putting forward that solution was that it was in the interest of the owner as well as of the shipper to encourage the efforts of salvors. If the salvor were not assured that, in the case of a practical result however small, he would receive remuneration or that at least he would be indemnified for coal and oil if his were a steamer, his zeal would be greatly diminished. It had been said that the remuneration is the price of the service: no service no remuneration. He thought that was going too far. Whenever there should be a practical attempt there should be remuneration and the judge could then estimate, according to the circumstances, if it should be necessary to give a premium or merely to pay the outlays.

Mr. SIMONSEN (Denmark) was not of the same opinion as Mr. Fromageot. He thought that if the salvor did not succeed, if he gave no practical result he should have no remuneration. Why should a high remuneration be given? Because the salvor intervened spontaneously and ran risks. If they were to do away with those risks by granting him something whether he rendered really useful assistance or not they would be doing away entirely with the reasons for granting high rewards.

Mr. DAHLSTROM (Germany) said he was manager of one of the most powerful salvage companies of the world and

he would not accept Mr. Fromageot's gift. The real principle should be that where there was no success there should be no indemnity. For instance, the steamer «Patria» had been on fire in the Channel, two steamers went to her assistance and towed her to the shore where she went aground and, in this condition, was as much lost as at sea, His company undertook the salvage and failed. Supposing, however, that his company had succeeded would it have been just that those who had rendered service in towing the vessel should have received an indemnity while those who had really salved her had to share with those who had done nothing towards the salvage ? He asked them to take for example another case which was so frequent. A steamer would go to the assistance of another in bad weather, tow her for several hours until the tow line broke, then another steamer would come along and tow her into port. Should the first steamer be entitled to an indemnity ?

The President then proceeded to read the propositions, firstly that of Mr. Franck :

« No remuneration is due if the service remains without any practical result ». Mr. Sieveking had signed that proposition but had added « contrary agreements excepted » to which Mr. Franck agreed. Then came the proposition of Mr. Fromageot :

« All assistance or salvage is entitled either to a » premium and an indemnity for outlays or to only a total » or partial indemnity for outlays whenever the operation » has given a practical result ».

Then came the proposition of Mr. Simonsen :

» When there is no practical result no remuneration » is due because remuneration when the result is practical » is calculated on the value of the objects saved and not » only on the trouble and risk and outlay made by those » rendering assistance ». That proposition resembled that

of Messrs. Franck and Sieveking, only it added a motive.

Mr. SIMONSEN adhered then to Messrs. Sieveking's and Franck's proposition.

Mr. BERLINGIERI thought there was little difference between the proposition of Mr. Fromageot and that of Mr. Sieveking. Were they to understand by « practical result » the complete result, or merely an advantage gained towards salvage ? For instance, if the salvage operations, not having completely succeeded, had mitigated the peril so as to render complete salvage possible, he could not understand why they could contest the right to remuneration and that was why he agreed with Mr. Fromageot.

Mr. SIEVEKING explained that remuneration would be due if the practical result were only partial.

Messrs. DE VALROGER and BERLINGIERI asked that the word « practical » (utile) be added to Mr. Sieveking's proposition.

THE PRESIDENT read the proposition as it then stood :

« No remuneration is due if the service remains without
» any practical result » which was put to vote and adopted.

The conference then passed to the question :

« Should there be no remuneration if the assistance is
» rendered by the tug, the pilot or the crew in the service
» of the imperiled vessel or by a vessel belonging to the
» same owners ? »

THE PRESIDENT said the first question to consider was
« Should there be no remuneration if the assistance is
» rendered by a tug in the service of a vessel in distress? »

Mr. BERLINGIERI thought that in principle the tug should not be entitled to an extraordinary remuneration but that it should be entitled to a certain remuneration in the case where the vessel towed were to find itself in such danger that the towage service is necessarily transformed into an extraordinary service.

Mr. MARTIN thought it only necessary to say « extraordinary service excepted ».

THE PRESIDENT asked Mr. Franck to read the proposition.

Mr. FRANCK said the Belgian Association had prepared the following proposition :

« The tug, in the service of a vessel before the danger, » is entitled to remuneration for extraordinary assistance » rendered under exceptional circumstances. »

Mr. VALROGER referred to article 15 of Mr. Govare's bill which covered the same ground.

THE PRESIDENT remarked that it was clear that all were agreed and that they might adopt Mr. Govare's text viz. « The tug has a right to remuneration for salvage of the ship towed under the following conditions only :

« 1° If in no way whatever she has contributed by negligence to put the ship in peril ;

« 2° If she has rendered exceptional services which can in no way be considered as the fulfilment of her contract of towage.

The President then put the next question.

« Should there be no remuneration if assistance is rendered by the pilot in the service of the imperiled vessel ? »

Mr. BENEDICT said that as well for the pilot as for the crew the question was to know whether the service rendered formed part of the contract which bound them. Such contracts were very extended and obliged them to render to the vessel all possible service. He wished, however, that they might establish the principle that the pilot and the crew had no right to indemnity save in exceptional cases.

Mr. FRANCK thought the Belgian resolution responded to Mr. Benedict's idea.

« The pilot and crew have no right to a salvage award

even for extraordinary efforts and work as long as they remain bound by their contracts. »

Mr. BENEDICT accepted that proposition.

Mr. PICARD referred to the case that had been already cited where a vessel had been abandoned by captain and officers and the mate took it into port alone. He had salved the vessel. Had he done so by virtue of his contract? When engaged as mate he signed his contract knowing there was a captain and a crew but when he had replaced captain and crew besides accomplishing his own functions certainly this was more than the accomplishment of his contract.

Mr. FRANCK was quite agreed and asked if he should substitute the words « within the limits of their contract of engagement. »

Mr. PICARD agreed.

Mr. FROMAGEOT thought they should distinguish absolutely between the pilot and the crew. The crew was bound to the vessel and he thought it would be a principle dangerous to discipline to give them a hope of indemnity in the event of their saving her. The pilot's situation was different, he was engaged for certain specific duties only.

Mr. FRANCK thought that was covered by the reserve in the proposition.

Mr. FROMAGEOT said he would like to distinguish between the two. He thought that the mate just referred to had only done his duty, that a sailor owed his service even unto death.

Mr. FRANCK asked Mr. Fromageot if, as judge, he would have refused an indemnity to the mate in the case referred to by Mr. Picard. He thought not.

THE PRESIDENT then read the proposition of M. Franck.

« The pilot and crew have no right to a salvage award,

» even for extraordinary efforts and work, as long as they » remain within the limits of their contract of engagement ».

THE PRESIDENT in order to give satisfaction to the views of Mr. Fromageot put the question to vote as regarding the pilot only, then as regarding the crew. In both instances the proposition was adopted.

THE PRESIDENT then put the last question : « Should » remuneration be due when the assistance is afforded by » a vessel belonging to the same owner as the assisted » vessel ? »

Mr. ASSER (Holland) said that on consulting the different association reports it had been seen that the majority had considered it just that in all cases where the salved vessel had been insured the underwriter of the salved vessel should pay the costs and the salvage award. How should this payement be made ? That was their difficulty. If the vessel salved and the salving vessel both belonged to the same owner it was absolutely impossible to include, in the same person, creditor and debitor.

The Dutch tribunals had decided that the right to a salvage award appertained directly to the action of salvage, hence it belonged to the captain and crew independently of the owner so that there was an action between owner and captain. He thought, however, that there was a simpler method, namely to grant the owner an action against the underwriter of the vessel salved. As to the cost this action would be governed by what was already understood in matters of insurance.

Mr. DENISSE (France) said they knew that there was a fundamental principle that an insurance contract could never be a source of profit. The owner without doubt might demand of his underwriter the sum of expenses and all damages sustained. If however he should ask of his underwriter a premium then there came the principle that insu-

rance could never be a source of profit. In order that an underwriter should pay out a certain sum that sum must have been lost by the insured party by reason of an accident. It could not be a mere reward. So he proposed to answer the question in the negative.

Mr. DE GRANDMAISON proposed the following :

« Salvage is due when the assistance is lent by a ship » belonging to the same owner as the assisted vessel. »

He did not agree with Mr. Asser, and others, regarding the question of proceedure. He did not think they had to occupy themselves with that or with insurance. They had but to determine, in principle, whether when assistance had been given by vessel A to vessel B, both belonging to the same company, the salvage award should be due. He thought it was by reason of the individuality of every vessel. Each vessel, whether belonging to the same owner or not, comprised a host of different interests, different captains, different crews, different underwriters, different shippers, different cargoes. If vessel B were to receive a salvage award she would share it between the interested parties. He thought that was legal and equitable.

Mr. SIEVEKING upheld the same proposition. He said the only difficulty was a purely theoretical one. In practice then was none as justice was clearly on one side. The English courts had decided that there was no necessity to consider the question whether the vessel belonged to the same owner a not, whereas the tribunals and supreme Court of Germany had decided in the contrary sense. He agreed with the former view. Naturally if a vessel was not insured the owner could not pay himself. But when that vessel had been insured the underwriters of the salved vessel should certainly pay as they could not admit that underwriters should enrich themselves by the exceptional

circumstance that the vessel which had saved their interests should belong to the same owner.

Mr. RAHUSEN agreed perfectly with Mr. Sieveking. There were different interests at stake, there were different underwriters, cargo insurers etc. Why not allow the indemnity to the salving vessel ?

THE PRESIDENT wished to draw a comparison that threw light on the question according to Mr. Sieveking's views. Supposing a vessel and cargo to belong to the same owner ; during the voyage the captain makes a sacrifice which would be a case of common average if the vessel and cargo belonged to two different persons. It was evident that with regard to the owner alone there could be no common average, no contribution. However, in such a case, the rule of contribution was applied because there might have been two distinct underwriters, one for the vessel the other for the cargo.

Mr. DENISSE having withdrawn his proposition, THE PRESIDENT read that of Mr. de Grandmaison :

« Salvage is due when the assistance is lent by a ship
» belonging to the same owner as the assisted vessel. »

Also Mr. Benedict's proposition :

« Salvage is due for assistance even when the vessels
» belong to the same owner with regard to all persons save
» the owner himself. »

Mr. de Grandmaison thought it was not necessary to add the last clause, it went without saying.

Mr. SIEVEKING disagreed on this remark. He said that a vessel of the Hamburg America line in distress had received the assistance of a vessel of the same company. Indemnity was demanded in America and the sum due to the salvor was placed at say fifty thousand dollars. This sum was divided between the cargo, the freight and the

vessel salved. The share due to the salving vessel was ten thousand dollars.

The Company claimed it from its underwriters who replied « We do not pay you because you are the owner and you cannot bring an action against yourself, our contract only stipulates that we shall pay your losses and expenses, but as owner of the salved vessel you cannot pay yourself. » If this question were to be decided in the sense of Mr. Benedict's proposition the underwriters would be right and in this he thought. Mr. Benedict was in accord with the decisions of American courts. The other opinion was, however, that it would be a great injustice to deprive the owner of his ten thousand dollars whereas another vessel would have received them and the underwriters would have had to pay them had the two vessels not belonged to the same owner. That would be to enrich the underwriters and give them an advantage contrary to the rules of equity. He thought equity was on the side of his proposition although theoretically the other might be more legal.

THE PRESIDENT then put both proposition to the conference, that of Mr. Sieveking and Mr. Grandmaison being adopted.

Mr. Benedict's addition « save with regard to the owner » was rejected.

The assembly adjourned at 5.48 p. m. until the following morning.

ASSEMBLY OF WEDNESDAY OCTOBER 3rd, 1900.

MORNING SESSION.

The session opened at eleven o'clock, Mr. Lyon-Caen in the chair.

THE PRESIDENT then put the question of the day to the assembly : « Should an award be due if assistance has been rendered by those who have taken part in the salvage operations notwithstanding the captain's opposition ? »

Mr. FRANCK briefly communicated the opinions of the different associations. He said they understood that the captain, even if his vessel were in peril, should be master on board and that no one, under the pretext of rendering him service, could deprive him of any part of his authority. He would propose the following resolution.

« Persons having taken part in salvage operations, notwithstanding the captain's opposition, are barred from all right to an award. »

The President then communicated a proposition from Mr. Berlingieri :

« No award shall be allowed to salvors who have imposed their services. Exception shall be made in the case where the opposition of the captain is unjustified. »

Mr. BERLINGIERI thought a reservation should be made because the opposition of the captain might be manifested by reason of fraud or some unwarranted motive.

Mr. BENEDICT and Mr. FRANCK agreed to Mr. Berlingieri's proposition.

Mr. MARSDEN said the report of the English Association was in that sense.

Mr. MARTIN thought the reserve was not of great importance, as such cases would be of rare occurrence and he

thought such a reserve would be encroaching upon the authority of the captain which, they agreed, should be as extended as possible. The captain had the right to say : « I do not wish you to come aboard and lend your services ; I know what I have to do, I know I am responsible. » It would be dangerous to encroach upon this right and that was why he preferred Mr. Franck's proposition.

Mr. RAHUSEN thought Mr. Franck's proposition the better. Mr. Benedict had said « suppose the captain to be drunk. » That might happen, he would then suffer the consequences of his acts. It would be far more dangerous to admit of exceptions however.

Mr. GOTTHEIL (Italy) though agreeeing that Mr. Franck's proposition seemed the more preferable thought that of Mr. Berlingieri the better as they had to think of the lives in the hands of the captain who might for instance refuse assistance for pecuniary motives.

Mr. ANGIER opposed the latter proposition as be thought that in practice the captain should be master of the situation. It would be dangerous to make an exception.

Mr. DE GRANDMAISON asked for the priority of Mr. Franck's proposition.

THE PRESIDENT then put Mr. Franck's resolution, which was unanimously adopted.

THE PRESIDENT then put the exception proposed by Mr. Berlingieri : « exception should be made for cases where the captain's refusal is unjustifiable. »

Mr. FRANCK said the idea of those supporting this exception was to meet purely exceptional cases. Would it not be sufficient to state in the minutes of these proceedings that all cases of fraud are excepted.

The assembly decided not to vote to that effect.

THE PRESIDENT then put the following question :

« Should the judge be obliged or allowed, in certain

cases, to grant a specified quantity of the salved objects or their value ? »

Mr. FRANCK said that Messrs. Bauss, Dekkers and Van Peborgh had proposed the following resolution :

« Salvage awards should be fixed considering, firstly the efforts, the merit and the success of those who have lent their assistance, secondly the dangers incurred by the vessel, thirdly the value of the salved objects, costs deducted. »

Mr. JITTA thought the judge should follow the rules indicated but that salvage awards not being limited he could take into consideration certain extraordinary circumstances.

The proposition was put to vote and adopted.

THE PRESIDENT then put the following question :

« By whom is the salvage award due ? Should the persons saved contribute ? »

He thought all were agreed that the award was due by the owner, that an award could be due from the owner of the cargo. These points he thought it useless to discuss, the committee would draw up a resolution in that respect. As to persons saved, the replies were varied, although the majority seemed inclined to the view that there should be no award.

Mr. BENSA (Italy) proposed that « persons saved should » be obliged, according to circumstances, to contribute to » the award when persons only were saved. »

He thought it unjust that when lives of wealthy passengers had been saved the latter should not contribute.

Mr. DEKKERS (Belgium) quite agreed that human life should be considered as most precious. According to English law, for instance, the moment a single life was lost the liability rose from £ 8 to £ 15 per ton. He thought it was not just that the saving of life should go unrewarded.

He however thought it very difficult, if not impossible, to estimate the life of a person according to his fortune. The award allowed for lives saved should be at the charge of the vessel carrying them, the vessel being able to cover its liability by insurance.

Mr. VAN PEBORGH regretted to differ from his Belgian colleagues. The saving of human life should not be remunerated because it was a duty of humanity. On sea there were neither rich nor poor. He thought it would be an honour to the conference to decide that life saving should not be rewarded.

Mr SENIGALLIA agreed with Mr. Van Peborgh. Life saving he said was an obligation of humanity that should be sanctioned by the law. He would however make one exception in favour of emigrations, fruitful enterprises etc.; people who make a great deal of money in such enterprises should contribute towards the award.

Mr. FRANCK said there were two points to consider, firstly, if as Mr. Benso had proposed, an award could be claimed directly from the people saved, and secondly, if, as English legislation had decided, when both lives and cargo were saved the life savers had not the right to an indemnity. He would take for an example the case of the « Bourgogne ». The rescued passengers were taken to New-York and there they embarked on another steamer of the same company and were landed at Havre. When these people arrived in New-York should the authorities have seized the unfortunates and their luggage in order to obtain their indemnity ? Such a thing would be impossible. Then why establish principles impossible to put into practice ?

Mr. LE JEUNE thought that no price could be set on human life and be made the object of speculation. He had only to call to mind the terrible fire at New York. Desire for gain manifested itself the moment the saving of lives

was in view. He thought this should be done away with. However, life saving should not be discouraged and he who saved life should not lose what that effort had cost him. At times tug boats and other vessels were got under steam and sent out to save lives at considerable expense. It was only equitable that they should be reimbursed for the outlay they had risked. In this sense he would lay before them a proposition which he would hand to the president.

Mr. RAHUSEN said he was for the principle of the English law and the new German law which said that when there was salvage of cargo and life-saving the life saver might participate in the salvage award.

Mr. MILLER said the English Association, in their report, had meant to say that when no lives had been saved by those who had salved the cargo and an award were allowed it would not be just for those who had saved lives not to participate.

THE PRESIDENT then read Mr. Le Jeune's proposition :

« There should be an award for life saving. The life saver should however have a right to claim the reimbursement of his outlay for which the owner of the vessel salved should be liable. »

Mr. BENSA withdrew his proposition.

Mr. VAN PEBORGH proposed :

« No award for assistance at sea should be due by or for persons saved. »

Messrs. SENIGALIA, FRANCK, LE COUTURIER, RAHUSEN, and ASCOLI proposed : —

« Persons saved should owe no indemnity ; but life savers should have the right to participate in the salvage award. »

Mr. FRANCK proposed that the principle first be voted

viz « Persons saved owe no indemnity, » which the assembly unanimously adopted.

The President then proposed the second part of the resolution :

« But the salvers of life should have a right to participate in the remuneration allowed for the salvage of property. »

This was adopted by a majority.

THE PRESIDENT then put the question :

« Should the judge be allowed or obliged in certain cases to grant a specified quantity of the salved objects or their value ? In what cases ? »

THE PRESIDENT then read the resolution of Mr. Van Peborgh :

« In no case whatever should the judge be allowed or obliged to grant a specified quantity of the salved objects or their value, » which was unanimously adopted.

The assembly arose at noon.

ASSEMBLY OF WEDNESDAY OCTOBER 3rd 1900.

AFTERNOON SESSION.

The session opened at 2-45, Mr. Lyon-Caen in the chair.

Mr. FRANCK, on behalf of the International Maritime Committee, thanked Mr. Autran for his valuable work on comparative law; Messrs. O. Marais, P. Govare, B. Morel-Spiers, M. Fromageot, Ascoli, Berlingieri, Lanza, Mirelli, V. de Rossi for their interesting treatises on the questions before the present conference; Mr. J. Stanley Mitcalfe for his letter on the English legislation regarding shipowners' liability; Mr. Benedict for his treatise on assistance at sea, and Mr. Matsunami for his complete work on collisions between ships of war and the merchant marine.

Mr. SIEVEKING, at the invitation of the President, rose to make an observation regarding one of the resolutions already voted. He said it concerned that resolution by which they had decided that there was no legal obligation to afford assistance to a vessel in peril in cases other than those of collisions. His attention had been called to the fact that this resolution might be framed in terms less abrupt, for example « In cases other than those of collision « the captain shall not be punishable who does not afford « assistance to a vessel in peril. »

He said this would in no way modify the sense of the resolution. If there were no objection he thought they might make that change.

Mr. VAN PEBORGH thought the change not sufficiently complete. He would like to see the resolution preceeded by the expression of the principle that the captain is under moral obligations to afford assistance to persons in peril.

The President, however, thought they were there to resolve strictly legal questions and not questions of morality. From a moral standpoint all were agreed with the idea of Mr. Van Peborgh. Would he therefore not content himself with that unanimous declaration and admit that moral obligations were not within the sphere of their labours? He then said that with regard to the resolution adopted that morning, as to whether an award should be due for persons saved, Mr. Lacoste had expressed the wish to ask a question, after which they would pass to the order of the day.

Mr. Lacoste said he agreed with the resolution in principle but, besides the question of salvage award, there was one which might have escaped them. For instance, vessel A affords assistance to B in peril, takes on board from two to three hundred passengers, feeds them until the are landed in some port. He asked if it were not wise to say that such expenses should be reimbursed by the salved vessel. Could not the conference decide upon this principle viz that not the profit from the salvage award but the actual costs incurred by the vessel that saves the crew and passengers should be paid.

Mr. Franck said that the signification of the resolution they had voted that morning was to this effect viz : — there were two cases — either the vessel, on board of which were the persons saved, was itself saved or it was not. If it were saved it was evident that the life savers, as they receive a part of the total indemnity, would be reimbursed in the first place. If the vessel were not saved, the life savers would get nothing.

The President then put the next question :

« Should the salvage award be apportioned between the owners, the captain and the crew? In what proportions? »

Mr. FRANCK then read the resolution drawn up by certain of his Belgian colleagues:

« The salvage award should be apportioned between the vessel, the owners, the captain and the crew. This apportionment should be made by the judge. Contracts made in advance depriving the captain and crew of their share of the award are nul save with regard to special life-saving vessels ».

Mr. DE GRANDMAISON wished to put a question. Supposing a vessel assisted another and incurred damages to its own cargo. What would be its situation? Would the damage caused figure in the reimbursement due by the assisted vessel? Even besides material damage there might be prejudical delays. Could the consignee of the cargo claim reparation for the consequences of assistance rendered by a third party? Would he have a right to share in the award? Could he demand his part and intervene in the distribution? He would propose that they insert after the words « the owners, the captain and the crew » the words « and if necessary the cargo of the assisting vessel ».

Mr. FRANCK thought they could not recommend the conference to enter into the views suggested by Mr. de Grandmaison. All of them had had to do with many cases of salvage, but he thought no one had ever heard a cargo owner express the idea that he should have a share in the indemnity. It would suffice, he thought, for Mr. de Grandmaison to have suggested the question.

Mr. GOVARE thought the question one of great importance and differed from Mr. Franck as to its being passed over, he however had to differ with Mr. de Grandmaison and, after citing examples, stated that he thought a cargo could never claim any part whatever in an award which should be obtained by the captain who would share it

with the owner and the crew. He thought they should reply to the question as he had indicated.

Mr. LACOSTE quite agreed that they could not admit that the owner of the cargo should share in the salvage award, however they might reserve to the cargo owners the right to make a personal claim in their own name against the assisted vessel, and he submitted this addition *under the reserve of the right to personal indemnity, for the cargo of the assisting vessel, to the owners of the cargo.*

SIR JOHN GLOVER said the question was certainly most interesting but it was not on the order of the day and in any case had not been examined. He thought those who raised it ought to be contented at having done so and that it could be discussed at some future conference.

Mr. PICARD thought the question unforeseen but of great interest. Much turned on the word « award ». It was because the salvage granted was a pure « award » that they could not imagine how the cargo suffering damage could claim a part of it. However, that which is due to the cargo is not an award. The word « award » only signifies very imperfectly what is due to an assisting vessel even when she has a cargo. In the case of an assiting vessel every thing should be taken into account, damage, expenses and all, in fact the words « indemnity-award » would be more suitable. Having said this, and if it were true that the captain could claim a real indemnity for damage sustained and for expenses, how could they say that the cargo had no right to indemnity for prejudice? He thought that when making his claim before the tribunal he could justify the claims of all for expenses, for the damage to the vessel, for the damage and prejudice to the cargo, and then when he had obtained his indemnity he could make the apportionment. That according to him, (Mr. Picard) was the legal solution of the question.

THE PRESIDENT then suggested that the question be submitted to the committee of five or more members to be appointed at the end of the session, on the proposition of Lord Alverstone, for the drawing up of an international code of life-saving and assistance. They might be sure that if the conference voted for the appointing of this committee the question would be on the agenda of the next conference. He thanked Mr. de Grandmaison for having put forward such an important question. This was agreed to by the conference.

Mr. FRANCK, as Secretary, communicated a proposition made by Mr. Elmslie asking that the conference should express the wish that when the judge should grant an indemnity or salvage award he should distinguish between the award and the indemnity for damages incurred. This would, he said, be entered in the minutes.

THE PRESIDENT the passed to the next question :

« Should contracts made in time of peril, by those « exposed thereto with a view of fixing the salvage award, « be modified by the judge if the award seems excessive « or small ? »

He said it often happened that salvors took advantage of a perilous situation to obtain the promise of an excessive indemnity from the captain. They were all agreed that there should be a remedy for such abuse. The question was what should be that remedy ?

Certain legislations had said « In all cases where there is danger a contract of this nature is nul. » This was the Italian law, but it seemed to him too absolute. The English law was more reasonable, it said : « The judge shall decide, he shall consider the circumstances and if the indemnity is not excesive he will uphold it. » The Belgian Association had thought it wise to add that if by rare

chance the indemnity should be too small the judge had the right to increase it.

Mr. Jitta suggested that the termination of the resolution « if the award seems excessive or small » should be suppressed and they might simply say « the judge may modify the contract. »

Mr. SENIGALLIA was of Mr. Franck's opinion, but he would like to change the wording « the judge may modify the contract ». Either a contract was valid and could not be modfied by a judge or it was not valid, in which case the judge could determine a new award ex novo. That was why he adhered to the Italian proposition which said that the judge should ascertain whether the contract had been made with a free will, and if so the contract was valid, otherwise nul.

Mr. FRANCK said that Mr. Senigallia's proposition differed from his in that Mr. Senigallia only considered common law. Common law however was not sufficient. Mr. Franck cited a case of a captain signing a contract under no danger, menace or violence and yet the award had been excessive and the judge regretted that there was no clause enabling him to reduce it. He thought the judge should be able to modify. He quite agreed with the proposition to do away with the last words of the resolution and that it should read. —

« All contracts made in time of peril, by those exposed thereto with a view to fixing the salvage award, may be modified by the judge ».

Messrs. LECOUTURIER and VAN PEBORGH recommended for adoption and upheld the proposition of the English Association.

Mr. ROY DE GLOTTE did not believe in allowing, without restriction, the theory of absolute nullity. They could however modify the effects of contracts. He thought they

should change the reading of the Belgian resolution as follows : « All contracts made in time of peril, by those exsed thereto with a view of fixing the salvage award, may be modified in their effects by the judge ? »

Mr. FRANCK agreed.

Mr. LACOSTE wished to see the words « in time of peril » replaced by « during a voyage ».

Mr. FRANCK could not agree. His proposition excluded cases where a contract could be made with a free will, in a port of call for instance with a life saving company, while Mr. Lacoste's proposition would allow for a modification to be made by the judge even under such circumstances.

Mr. LACOSTE thought that during a voyage a captain was not always able to act with a free will. He might be assisted by his owner's agent and discuss the contract and that was why he should like to see the possibility of modifying such a contract on arrival at destination.

Mr. DE GRANDMAISON proposed the following wording :

« All contracts made in cases giving rise to assistance, with a view to fixing the remuneration, may be modified in their effect by the judge. »

Mr. FRANCK thought the resolution should express most clearly two things, firstly that the judge, in order to intervene, should be in presence of a person exposed to danger, and secondly that that person should have made the contract. They did not refer here to all cases of assistance in as much as salvage companies might contract on land.

THE PRESIDENT then put the proposition of Messrs. Franck, Roy de Clotte and others :

« All contracts made in time of peril, by those exposed thereto with a view of fixing the award, may be modified in their effects by the judge ? » which was adopted.

Some little discussion as to the modification of the form

was entered into but a second vote was taken and Mr. Franck's form was upheld.

THE PRESIDENT then asked Mr. Sieveking to read his new form for the resolution voted the day before.

Mr. SIEVEKING said they had agreed upon the following form :

« In cases other than those of collision the failure to assist as far as was possible should not be considered a failure to accomplish a legal obligation and should not be punishable ? »

THE PRESIDENT said this reading was to the effect that they recognised a moral obligation, the former text being « There is no need to create a similar obligation for other cases than collision ».

Mr. DE VALROGER proposed a slight alteration in Mr. Sieveking's text.

Mr. BAUSS spoke at length to show how much more satisfactory the former text was and proposed that no change should be made.

Mr. GOTTHEIL agreed with Mr. de Valroger.

THE PRESIDENT was about to put the new formula to the vote when Mr. Picard rose to a point of order saying that the previous vote could not be altered without the consent of the full assembly, to which observation the President agreed.

THE PRESIDENT said that the fact of the discussion having taken place would sufficiently show that the conference, while not wishing to create a legal obligation, had openly pronounced itself in favour of the moral obligation.

Mr. LE JEUNE then asked the president to submit the question :

« What sanction should be given to the obligation to « assist ? »

THE PRESIDENT said they admitted legal obligation to assist in cases of collision only. They now referred to the penal sanction and the presumption of fault to the charge of the captain who had failed to assist when legally obliged.

Mr. LE JEUNE said this question had been resolved in England in quite a special manner. There, the fact that a captain had not assisted caused the owner, who had committed no fault, to sustain a loss. The object certainly was to favor the obligation to assist and, morally, it was irreproachable. However, he thought such a presumption was not just. He thought the circumstances of the collision should be taken into consideration.

Mr. MILLER said the presumption of fault did exist in English law but he had never seen it practiced. That was why he thought it should be done away with.

Mr. BENEDICT thought, on the contrary, that it should be maintained. After a collision, if one vessel ran away it was reasonable to suppose it to be at fault.

SIR JOHN GLOVER asked what was the object of sanction in such a matter? It was to assure the observation of the obligation to afford assistance, and to realise this end the person directly at fault should be punished and not the innocent owner.

Mr. BENEDICT said that in America they punished both owner and captain.

SIR JOHN GLOVER said it was useless to punish two persons for the same fault.

Mr. FRANCK, after citing examples, said the presumption of fault was a very grave thing and he thought the experience of their English friends was the true answer. In England they had renounced it in practice because it had been seen that in presuming so much the judge might facilitate his task but fail in his duty, which was to dispense justice according to the real merits of the case.

Mr. MARSDEN said these artificial presumptions turned the mind of the judge from the real point of the case, which was to ascertain which vessel really was at fault. He was obliged to say that in nearly all such cases a lot of time was spent in recrimination; one vessel accusing the other of not standing by and assisting. He knew of a case where a vessel, full of emigrants, had sunk, all hands perished. Some years afterwards it was learned that a vessel had run away at the time of the catastrophe, that vessel was condemned upon the presumption alone. Such a judgement proved that presumption should not be introduced into the law.

Mr. GERMAIN SPÉE said that before voting on that important question he would draw their attention to a necessary consequence of the vote if it should be affirmative, that is to say if they should agree that it was a misdemeanour not to afford assistance.

He would answer as follows :

« The failure to accomplish the obligation is sanctioned by the penal law to the charge of the captain at fault and by the reimbursement of the damage caused by the failure to the charge of the captain and his owner ».

They would create a new misdemeanour which might be a very important one. For instance, supposing a collision where the vessel at fault is the most imperiled, that it is about to founder and that the vessel, which was the real victim of the collision, by virtue of the new obligation they would create, should be obliged to render assistance to the one which had caused the damage, what would be the result ? If the captain of the vessel not to blame should leave the spot without assisting he would be obliged to pay the damage resulting from his failure to assist. It was evident that when a captain was en route and committed a fault the consequences were felt by his owner, and for that

reason he had drawn their attention to that point as they were not only creating a new penal offence with penal consequences but all penal offences involved civil consequences.

Mr. MARTIN thought it wrong to say that all penal offences involved civil consequences. They wished that the captain should be punished, not that a civil obligation should be the result.

Mr. FRANCK could not agree with Mr. Spee. If they deprived the captain of his command, if they put him in prison, that was enough and he thought it impossible to say that the owner should be condemned to pay damages. He would therefore propose the following formula : —

« Obligation to afford assistance in case of collision must not be sanctioned by a presumption of fault as to the responsibility of the collision ; penal laws must fix the penalties applicable to the infringing parties ; the shipowner must not be held responsible for these infringements of captain and crew. »

Mr. SPÉE withdrew his proposition and Mr. Franck's was fully adopted.

THE PRESIDENT said it was too late to begin the discussion of the question of competency in matters of collisions and the assembly agreed to adjourn it to a following conference.

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Realisation of the resolutions voted.
Constitution of a committee of codification.

Mr. LEJEUNE said it was very difficult to attain the necessary sanctions for the resolutions voted by such assemblies as these. However, he thought the time had come for action and the first step was the constitution of a preliminary committee charged with the duty to prepare a

sort of codification of the resolutions they had voted in order that, in approaching the Governments, they could submit to them a text that should be exact, correct and determined. He would propose that they appoint that committee and that, faithful to their custom and in order to facilitate its reunions, they limit it to as few members as possible, — a restricted committee having eventually the faculty to consult the members of the conferences and the several associations and with the right to add to its numbers, if necessary to the success of the work.

He would propose Mr. Sieveking for Germany, Mr. Lyon-Caen, their eminent president, Lord Alverstone and their two general secretaries, Messrs. Franck and Autran.

THE PRESIDENT invited Lord Alverstone to speak as he had a proposition that was similar to Mr. Le Jeune's but differed in one point, as they would see.

LORD ALVERSTONE agreed with Mr. Le Jeune that the proposed codification was necessary and he likewise proposed a committee of five members 1° to prepare a project for an international code of salvage and assistance to be submitted to a future session ; 2° to prepare a bill or a treaty upon the question of collisions examined by the preceeding conferences. This committee should have the right to add to its numbers.

THE PRESIDENT pointed out the difference between the two propositions. That of Mr. Le Jeune proposed a general codification of all the resolutions voted by the three conferences, including shipowner's liability, which question he thought was not yet ripe. Lord Alverstone's proposition suggested the codification of two specified subjects and he must say he preferred the latter.

Mr. LE JEUNE agreed with Lord Alverstone's proposition provided the other matters were not abandoned and should be taken up whenever the occasion presented itself.

Mr. SIEVEKING strongly upheld Lord Alverstone's proposition.

Mr. DE VALROGER supposed that the Committee would have no right to put itself into contradiction with the resolutions of the Conference.

THE PRESIDENT explained that the Conference would remain sovereign in its decisions.

The Conference agreed to the constitution of the committee but on the proposal of Mr. Govare its number was extended to six, viz Lord Alverstone, Messrs. J. C. Autran, Louis Franck, Chas. Le Jeune, Professor Lyon-Caen, Dr. F. Sieveking.

Mr. MATSUNAMI then gave his views regarding the situation created when a merchant vessel was in collision with a man of war. He said that in most countries, when the man of war was to blame, no indemnity was due but that in the contrary case the merchant vessel owed full indemnity. He thought this should be changed and laid upon the table his treatise on « Collisions, Warship v. Merchant Vessel » published by Hicks, Wilkinson & Sears London, 1900.

LORD ALVERSTONE congratulated Mr. Matsunami on his excellent work.

LORD ALVERSTONE then proposed that the conference should express their thanks to their President, Mr. Lyon-Caen.

THE PRESIDENT began his closing address by announcing the invitation given by Mr. Sieveking for the conference to meet 1901 or 1902 at Hamburg. He tendered the thanks of the assembly to Mr. Sieveking. He thanked the conference for honouring him with the presidency, thanked especially the general secretaries and most particularly Messrs. Franck and Autran. Thanks were accordingly

voted by acclamation to Messrs. Franck and Autran and the other secretaries.

The conference closed at six p. m.

HARRY TUCK SHERMAN.

ADMINISTRATIVE SESSION OF OCTOBER 1st. 1900

Mr. CHAS. LE JEUNE in the chair.

1st. Designation of new members of the International Maritime Committee.

Mr. LE JEUNE stated that by virtue of the power given to them by the London Conference the Executive Council had designated as members of the Committee :

For Sweden : Mr. DE GUNTHER, Counsellor and Chief of Division of the Royal Administration of Commerce, Industry and Navigation ; Mr. AXEL. JOHNSON, shipowner ; Mr. C. A. DE REUTERSKIOLD, professor at the University of Upsal ; Mr. APJELBERG, Insurance Manager, Gothenburg.

For England : Mr. GRAY HILL, secretary of the Liverpool Steamship Owners' Association Liverpool ; Mr. THOS. R. MILLER, Manager of the United Kingdon Mutual Steamship Assurance Association, London ; M. STANLEY J. MITCALFE, consulting secretary of the North of England Steamship Owners Association, Newcastle-on-Tyne ; Sir WALTER PHILLIMORE, Judge of the High Court of Justice, London ; Dr. STUBBS, barrister, London.

For Japan : Professor MATSUNAMI, Tokio ; Baron ARICHI, vice-admiral ; Mr. KONDO, President of the Nippon Yushen Kaisha, Tokio ; Mr. KOTO, shipowner, vice-president of the Nippon Yushen Kaisha, Tokio.

For Russia : Baron DE TAUBE.

For Austria : Dr. RUSS.

For Hungary : Mr. DE BIRO, Counsellor of Division of the Department of Commerce, Budapesth.

The choice of new members was unanimously ratified.

Mr. LOUIS FRANCK then proposed as members Lord ALVERSTONE and Messrs. G. MARTINOLICH and SENIGALLIA. Mr. LYON-CAEN proposed Mr. DE VALROGER ; and Mr. SIEVEKING proposed Mr. AD. WOERMANN. These motions were carried.

2nd. Finance.

Mr. LE JEUNE laid before the meeting the budget of the International Maritime Committee and an exchange of views took place between Messrs Franck, Sieveking, Lyon-Caen, Owen, Hindenburg and Christophersen, the result of which was that the Executive Council should arrange with the national Associations to determine the amount of their respective subscriptions, five hundred francs being set for the associations with the greatest number of members and two hundred and fifty francs for those with fewer members.

3rd. Renewal of the Executive Council.

Messrs. BEERNAERT, LE JEUNE and FRANCK were respectively re-elected President, Vice-President and General Secretary. Messrs. AUTRAN, F. SIEVEKING, MAC ARTHUR, HARRINGTON PUTNAM, HINDENBURG, PLATOU, DE GUNTHER, MARTINOLICH, RAHUSEN and SENIGALLIA were elected as members of the Executive Council.

4th. Extraordinary powers given to the Executive Council.

The conference empowered the Council Ist. to complete the delegations from different countries and to choose new members until the next conference ; 2nd. to act for the best interests of the cause in those countries where there were no national associations.

Reception by the President of the Republic.

Wednesday, October 3rd at 9 a m, the President of the French Republic received the members of the conference at the Palace of the Elysée, each member being presented to the President individually. The President heartily expressed the interest that the French Government took in they work and assured them they might count upon its support.

Banquet.

On the evening of the same day, at the Women's Palace at the Exhibition, the French Association entertained the members of the conference at a banquet. Mr. de Valroger, Vice-President of the French Association presiding. The Minister of the Navy was represented by Admiral Bienaimé.

Messrs. de Valroger, Admiral Bienaimé, Mr. Le Jeune and Dr. F. Sieveking proposed toasts that were heartily received. M. Marais, President of the French Association, whom ill-health had kept away from the conference, sent to each member an artistic bronze medal as a souvenir.